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Title: **Rhode Island Hospital and Rhode Island United Nurses & Allied Professionals, Local 5098 (2003) (MOA)**

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1700
workers

Agreement
between
Rhode Island Hospital
and
RI Hospital United Nurses
& Allied Professionals
Local 5098

July 1, 2003
through
June 30, 2006

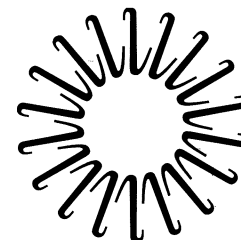


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Article 1 Non-discrimination

- § 1 The Hospital and the Union mutually agree that they will continue their policies of non-discrimination on the basis of any individual's race, color, national origin, religious affiliation, sex, sexual orientation, marital status, age or disability. The Hospital and the Union also agree to continue their commitment to a work place free from harassment on account of any of these factors. The Hospital and the Union mutually agree that there will be no discrimination against any employee because he or she is or is not a member of the Union or because he or she engages or does not engage in any activities protected by the National Labor Relations Act.
- § 2 Claims of discrimination or harassment may be pursued through the grievance procedure. Grievances under this article will be processed in an expedited manner. Redress in appropriate cases may include transfer to an equivalent position at the same salary and grade if a vacancy then exists for which the employee is qualified.

Article 2 Management Rights

- § 1 The Hospital retains the right to manage the operations of the Hospital and direct the working force; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail or terminate its operations; determine the type and amount of equipment to be used and the assignment of work; transfer employees; discipline, suspend or discharge employees for just cause; layoff for lack of work; determine the number of shifts, the number of days in the workweek, the hours of work and the number of persons to be actively employed by the Hospital at any time; post and require employees to observe rules and regulations; determine the methods and schedules of all services; set standards of professional conduct, productivity and performance; subcontract work; permit supervisory and/or temporary employees to perform bargaining unit work; and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed. These enumerated rights of management are not all inclusive. Except as expressly limited by specific provisions of this Agreement, the Hospital retains all rights which pre-existed this Agreement.

Article 3 No Strike - No Lockout

- § 1 The term "strike" shall include any strike, sympathy strike, sit down, slow down and any other stoppage or interruption of work.
- § 2 The Union agrees that there shall be no strikes by the Union or any bargaining unit employees during the term of this Agreement. The Hospital agrees that there shall be no lockout during the term of this Agreement.
- § 3 Any employee who causes, encourages or participates in a strike in violation of this article may be discharged and only the question of whether or not the employee did in fact cause, encourage or participate in such action shall be subject to the grievance and arbitration provision of this Agreement.
- § 4 Should a strike or other violation of this Article occur during the term of this Agreement, the Union shall immediately upon receipt of written notice from the Hospital take all reasonable action required to bring an immediate end to the strike.

Article 4 Recognition -- Technical Bargaining Unit

- § 1 The Hospital, pursuant to the certification issued on December 27, 1993, in National Labor Relations Board Case No. 1-RC-19991, recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time technical employees, including Licensed Practical Nurse (LPN) A and B; Motility Nurse; Biomedical Equipment Technician I, II and III; Library Technician; Polysomnographic Technician; EEG Technologist A; Pulmonary Function Technologist; Clinical Perfusionist I; Surgical Technician; Histotechnologist; Quality Assurance Data Analyst; CT Scanner Technologist; Nuclear Medicine Technologist I; Radiologic Technologist; Interventional Radiologic Technologist; Ultrasound Technologist; Radiology Quality Assurance Research Technologist; Respiratory Care Practitioner; Respiratory Care Practitioner-- Weekend; Respiratory Care Equipment Specialist; Radiation Therapist; Radiation Therapy Equipment Technician; Physical Therapy Assistant; Occupational Therapy Assistant; Audiovisual Services Specialist; Cerebrovascular Technician; Parent Consultant; Medical Laboratory Technician; Cardiac Ultrasound Technologist; EMT

Training Coordinator; EEG Technologist - Intraoperative, Electrophysiology Technologist, Densitometry Radiologic Technologist, Mental Health Worker, Cancer Registry Technical Specialist, Cytopreparatory Technician, Mammography Technologist, Radiation Safety Technician, MRI Technologist, Polysomnographic Scoring Specialist, Clinical Perfusionist II, Ophthalmic Photographer, Radiology Equipment Specialist, Cardiovascular Technologist, Histopreparatory Technician and *per diem* technical employees who regularly average four (4) hours or more of work per week employed by the Employer at its Providence, Rhode Island facility, but excluding Dental Hygienist; Coding Technician; Research Testing Technician; Electromyography (EMG) Technologist; Electron Microscopy Technologist; Nuclear Medicine Technologist II; Lead Polysomnographic Technician; and all other employees, guards, managers and supervisors as defined in the Act.

- § 2 Employees hired or who transfer into positions covered by this Agreement which require a Rhode Island license but who have not yet taken their licensure exams will be covered by this Agreement, provided, however, that their continued employment in a position covered by this Agreement is conditional upon passing the first available exam and that the probationary period continues through the first 90 days of employment after they become licensed.
- § 3 Union representatives will be allowed access to Hospital premises to meet with Hospital representatives and when necessary to process grievances with the understanding that reasonable advance notice will be given to the Vice President for Human Resources or designee.
- § 4 The Hospital will provide bulletin boards for exclusive Union use at the following locations:
- Main Building Cafeteria -- Outside Dining Room 1
 - Jane Brown, First Floor -- Ambulance entrance hallway
 - Ambulatory Patient Center, First Floor -- Employee Snack Bar/Break Room
 - Hasbro Children's Hospital, Ground Level -- Service elevator alcove, on the left side of the fire extinguisher

Davol Building, First Floor -- Right of Anesthesiology Office

Coro Building, First Floor -- Entrance to Suite 1A

- § 5 These bulletin boards shall be used only for the posting of notices to bargaining unit employees of the date, time and location of Union meetings; names and titles of Union officers and other officials; the date, time, location of Union-sponsored social events; and information of a professional/technical clinical practice nature.
- § 6 Upon request, the President of the Union or his/her designee, shall be granted an unpaid leave of absence up to the duration of this Agreement for Union business consistent with the operational needs of the Hospital. One month's notice must be given unless mutually agreed otherwise between the Hospital and the Union. Only one employee may be on leave at any one time from both units represented by the Union. The employee on leave pursuant to this provision shall continue to accrue seniority and all other benefits.

Article 5 Recognition -- Registered Nurse Unit

- § 1 The Hospital pursuant to the certification issued on August 10, 1993, in National Labor Relations Board Case No. 1-RC-19990 recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time registered nurses (RNs), including Professional Nurse I and II, Professional Nurse-OR, Professional Nurse-Special Procedures, Professional Nurse-Ambulatory, Professional Nurse-Admitting, Professional Nurse-CD C, Professional Nurse-Endoscopy, Staff Nurse-Cardiovascular Lab, Staff Nurse-Work Lab, Staff Nurse-Radiation Therapy, IV Nurse, Non-Invasive Cardiac Nurse Clinician, Clinical Pharmacy Nurse Clinician, Personnel Health Clinic Nurse, Clinical Educator, Unit Teacher, Infection Control Nurse, Cardiac Rehab Nurse Clinician, Electrophysiology Nurse Clinician, Nuclear Cardiac Nurse Clinician, Trauma Registry Nurse, Clinical Nurse Specialist, Endocrine Nurse Clinician, Nurse Anesthetist, Continuing Care Nurse Coordinator, Quality Assurance Coordinator-Anesthesiology, Research Nurse Coordinator, Clinical Management Coordinator, Hemophilia Nurse Coordinator, FACTS Nurse Coordinator, Sickle Cell Nurse Coordinator, Research Project Nurse, Cardiac Research Project Nurse, Research Project Nurse-ED, Medical/Surgical Case Manager (Acute Care), Research Project Nurse II, Endoscopy

Unit Teacher, Burn Nurse Coordinator, ECMO Coordinator, Infusion Nurse, Pediatric Community Services Nurse Coordinator, Transfusion Utilization Nurse, Cystic Fibrosis Nurse Coordinator, Pediatric Sedation Nurse, Clinical Transplant Coordinator, *per diem* nurses who regularly average four (4) hours or more of work per week, and graduate nurses employed by the Employer at its Providence, Rhode Island facility, but excluding all other employees, professional employees, motility nurse, UR coordinator, LPNs, technical employees, business office clerical employees, skilled maintenance employees, guards, managers and all supervisors as defined in the Act.

§ 2 Graduate nurses and other employees hired or who transfer into positions covered by this Agreement which require a Rhode Island license but who have not yet taken their licensure exams will be covered by this Agreement, provided, however, that their continued employment in a position covered by this Agreement is conditional upon passing the first available exam and that the probationary period continues through the first 90 days of employment after they become licensed.

§ 3 Union representatives will be allowed access to Hospital premises to meet with Hospital representatives and when necessary to process grievances with the understanding that reasonable advance notice will be given to the Vice President for Human Resources or designee.

§ 4 The Hospital will provide bulletin boards for exclusive Union use at the following locations:

Main Building Cafeteria -- Outside Dining Room 1

Jane Brown, First Floor -- Ambulance entrance hallway

Ambulatory Patient Center, First Floor -- Employee Snack Bar/Break Room

Hasbro Children's Hospital, Ground Level -- Service elevator alcove, on the left side of the fire extinguisher

Davol Building, First Floor -- Right of Anesthesiology Office

Coro Building, First Floor -- Entrance to Suite 1A

§ 5 These bulletin boards shall be used only for the posting of notices to bargaining unit employees of the date, time and location of Union meetings; names and titles of Union officers and other officials; the date, time, location of Union-sponsored social events; and information of a professional/technical clinical practice nature.

§ 6 Upon request, the President of the Union or his/her designee, shall be granted an unpaid leave of absence up to the duration of this Agreement for Union business consistent with the operational needs of the Hospital. One month's notice must be given unless mutually agreed otherwise between the Hospital and the Union. Only one employee may be on leave at any one time from both units represented by the Union. The employee on leave pursuant to this provision shall continue to accrue seniority and all other benefits.

Article 6 Union Security and Dues Deduction

§ 1 It shall be a condition of employment that every employee who is a member of the Union in good standing as of the effective date of this Agreement shall remain a member in good standing. Every employee covered by this Agreement employed by the Hospital who is not a member shall become a member of the Union on the thirtieth day following the beginning of the employee's employment or the effective date of this Agreement, whichever is later.

§ 2 The Hospital shall notify the Union in writing of each newly hired employee and the Hospital shall notify the Union of any change in the status of an employee within five (5) days of employment or change of status. The notification shall contain the name, complete address, telephone number, pay rate, title of position, the shift, the hours to be worked and the unit of the newly hired employee or employee who has had a change in status.

§ 3 For each employee who so authorizes, the Hospital will deduct from the wages due such employee the rate of dues fixed by the Union for such employee. Not later than five (5) days following said deduction, the Hospital shall remit the dues deducted for all employees who have so authorized to the Union along with a list of the names of the employees from whom dues have been deducted and the amount deducted. All such authorizations shall remain, in effect unless revoked by the employee within sixty (60)

days written notice.

- § 4 It is understood that these requirements may be enforced only to the extent of requiring payment of an amount equal to dues and not actual Union membership. Employees with a bona fide religious objection may pay the equivalent of dues to one of the following three charities: United Way, UNAP Children's Hospital Fund, RI Hospital Employee Fund.
- § 5 All authorization for dues deductions as set forth above, shall be in the following form:

Dues Deduction Form

I, (Name of Employee), hereby authorize Rhode Island Hospital to withhold from the salary due me the rate of dues fixed by the Union. I understand that this authorization may be revoked by me upon sixty (60) days' written notice to the treasurer of the Union. In the absence of such notification, this authorization shall be deemed to be continuous until revoked by me or until termination of my employment. I hereby waive all right and claim for said monies as deducted and transmitted in accordance with the authorization and relieve the Hospital and all its officers from any liability thereof.

Union dues are not tax deductible as charitable contributions for Federal Income Tax Purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Employee's Signature _____
 Date _____ Social Security Number _____
 Department _____

- § 6 The employer agrees to deduct contributions to the Rhode Island Hospital United Nurses & Allied Professionals Committee on Political Education (RIH-UNAP COPE) from the paychecks of any employee who authorizes in writing that such deduction be made. The Employer shall transmit such contributions to the Union on a weekly basis along with the weekly dues transmission, in a separate check.
- § 7 Employees who desire to cancel RIH-UNAP COPE deductions shall notify the Union in writing. The Union shall transmit the cancellations promptly to the Employer. Under no circumstances shall the Union deny the right of employees to revoke the authorization of payroll deduction of COPE contributions.
- § 8 The Employer shall not be liable to the Union for the remittance or payment of any sum

other than that constituting actual deductions made from the wages of employees. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Employer and the reasonable value of any attorney fees incurred that may arise out of or by reason of action taken by the Employer or not taken by the Employer for the purpose of complying with any provision of this Article. The Employer shall transmit promptly, and at least as often as it transmits contributions, all information required to report to the Federal Election Commission.

Article 7 Labor Management Forum

- § 1 Purpose: To provide a forum whereby Hospital and Union representatives meet to jointly discuss work-related and staff relations issues.
- § 2 Objectives:
- A. To promote respect, mutual cooperation and understanding.
 - B. To propose new ideas for discussion and implementation.
 - C. To clarify misconceptions.
 - D. To consider on-site problems.
 - E. Staffing
- § 3 Guidelines:
- A. Agenda items proposed by either side will be exchanged between the Director of Human Resources and the President of the Union and agreed upon one week prior to a scheduled meeting. Health and safety issues on the agenda shall be given first priority. Grievances will not be presented during these meetings.
 - B. Meetings will be held on the third Thursday of every month or on an *ad hoc* basis if mutually agreed. Meetings will be limited to two hours, unless extended by mutual agreement, and will be held at previously agreed to times and locations.
 - C. These meetings are not negotiations for collective bargaining and will not address such negotiable matters.

D. Statements/positions of either the Union or the Hospital shall not be used or referred to in grievance/arbitration or any other proceeding.

§ 4 The committee shall be composed of up to five members from the Hospital and five members from the Union; additional persons may be added by mutual agreement.

Article 8 Ethical Practices and Professional Roles

§ 1 The Hospital will continue to recognize legally applicable ethical and professional standards for the professional practice of employees and not require employees to perform in a manner in violation of legally applicable license or certification standards.

Article 9 Probationary Period

§ 1 All new and rehired employees are considered to be in probationary period during the first 90 days of employment. No later than the sixtieth day of employment, probationary employees' progress and performance to date shall be discussed with them. The Hospital may extend the probationary period for an additional 60 days in certain individual cases. In those cases in which the Hospital extends the probationary period, the employee will be notified in writing of the extension, performance deficiencies and required corrective action. Employment may be terminated at the discretion of the Hospital at any time during the probationary period without recourse to the grievance and arbitration procedure. Terminated probationary employees will be offered an exit interview in which the reasons for their termination will be explained. Grievances submitted by probationary employees shall be limited to whether the hours of work/scheduling, wage or economic fringe benefit provisions of the contract are being applied accurately to the employee.

§ 2 All new employees shall receive a copy of the job description which covers the employee's position and shall be notified of the unit, hours and shift the employee is initially assigned. The new employee shall also be given a copy of the current collective bargaining agreement.

§ 3 All new employees shall be given job orientation in accordance with Article 10.

Article 10 Orientation

§ 1 All newly hired employees or employees transferred to a new classification or a new unit which requires substantially different skills shall be given a thorough orientation to fulfill the requirements of the position. Whenever the employer introduces new procedures and/or equipment requiring additional training or instruction, employees shall be provided such training and/or instruction.

§ 2 The primary responsibility for orientation shall be borne by supervisory staff and in-service education personnel. Orientation will also be provided by bargaining unit members whose duties include the responsibility to act as preceptors. Only those bargaining unit members with adequate experience for that unit will serve as preceptors. A committee of three (3) Hospital and three (3) Union representatives shall meet at least quarterly to review and discuss the Hospital preceptor program.

§ 3 All mandatory orientation, training and in-service education shall be on paid time and as much as possible during regular work time. Newly hired employees who are temporarily assigned to a different shift for orientation purposes are to receive the shift differential, if any, payable for the shift on which the employee is oriented.

Employees transferred to a new classification or a new unit may be temporarily assigned to other shifts for purposes of orientation. Those transferred employees temporarily assigned to the day shift for orientation purposes shall receive shift differential in accordance with the following schedule:

<u>Current shift</u>	<u>New shift</u>	<u>Differential to be paid</u>
Day	Evening	None
Day	Night	None
Evening	Day	None
Night	Day	None
Evening	Night	Evening
Night	Evening	Evening
Night	Night	Night

- § 4 During initial orientation of new employees, the employee shall be advised that their position is covered by this contract and of the identity of their unit representative.

Article 11 Seniority

- § 1 Seniority means length of continuous employment in any capacity at the Hospital from the most recent date of hire. An employee shall acquire seniority after completing the probationary period and seniority will then be credited retroactive to date of hire. Current supervisors returning to staff positions will be credited with seniority accrued through the first-line supervisor level and, in addition, supervisors who returned to a staff position prior to July 1, 1994, will be credited with seniority accrued in any level of supervision. Employees who obtain a first-line supervisory position on or after February 1, 2001 shall be credited with seniority accrued in such first-line supervisory position provided they return to a bargaining unit position within one year of obtaining the first-line supervisory position. In any event, any first-line supervisor who returns to a bargaining unit position shall retain all seniority earned prior to obtaining the first-line supervisor position.
- § 2 Any employee who is rehired within sixty (60) days of termination shall have all seniority and benefit eligibility restored immediately.
- § 3 Seniority will be lost by:
- A. Resignation/Voluntary Quit
 - B. Discharge for just cause
 - C. Unauthorized Leave of Absence
 - D. Failure to report on time from an approved Leave of Absence without prior approval for an extension.
 - E. Employees who are absent from work and fail to call in to their supervisor for three (3) scheduled work days and who have not been granted a Leave of Absence during that three (3) day period or who do not present evidence satisfactory to the Hospital showing they were unable to report, or proof of their inability to report back due to genuine emergency beyond the control of the employee will be deemed to have quit with resultant loss

of seniority.

- F. Failure to respond to recall from layoff pursuant to contractual layoff and recall requirements.

- § 4 Where employees have the exact same seniority date and are in conflict over a particular issue based on seniority, a random determination shall be made by a Hospital and a Union representative alternately selecting folded pieces of paper identifying each employee in lottery-type fashion. A coin toss shall be used when only two employees are involved.

Article 12 Categories of Employees and Payroll Types

Bi-Weekly Payroll

- § 1 *Full-time Exempt*
Employees paid on a salaried basis with regularly scheduled hours of 70 or more per biweekly pay period.
- § 2 *Regular Part-time Exempt*
Employees paid on a salaried basis with regularly scheduled hours between 16 and 69 per biweekly pay period.

Weekly Payroll

- § 3 *Full-time Non-exempt*
Employees paid on an hourly basis with regularly scheduled hours of 35 or more per week.
- § 4 *Regular Part-time Non-exempt*
Employees paid on an hourly basis with regularly scheduled hours between 8 and 34 per week.
- § 5 *Per Diem*
Works on an "as required" and "as available" basis upon notification by the Hospital or participates in an established *Per Diem* program.
- § 6 *Temporary, Full-time or Part -time*

Employees hired for a specified period of time on a temporary basis not to exceed nine (9) months.

§ 7 *Variable part-time; Non-exempt*

Employees paid on an hourly basis with regularly scheduled hours of 32 per week and work schedules that vary between 24 and 40 hours per week. Upon 24-hours notice by the Hospital, these employees may be required to work additional or fewer hours than scheduled. Variable part-time employees are offered health and dental benefits on the same basis as full-time employees, accrue sick leave, vacation, and holiday time on the basis of 40 regularly scheduled hours per week, and shall not be required to work hours in excess of their regularly scheduled daily shift or 40 per week. There will be no more than 100 variable part-time positions. In addition, no more than 50% of posted full-time or regular part-time positions shall be variable part-time positions, and no cost center shall have more than 50% variable part-time positions. Employees will not be flexed up and down in the same work week, and will not be flexed up to work on a scheduled vacation, holiday, or weekend off. These positions will be posted under Article 18 and are voluntary for incumbent employees, with a six-month minimum commitment. For seniority purposes, these positions will be included in the float pool for RN positions, and unit-based for all others.

Article 13 Grievance and Arbitration Procedure

§ 1 A grievance is defined as any dispute between the Union or an employee and the Hospital concerning the interpretation, application or meaning of any of the provisions of this Agreement.

§ 2 If a grievance as defined in the paragraph above arises, it shall be processed in the following manner:

§ 3 STEP 1 Within ten (10) days of the occurrence or non-occurrence which gives rise to the grievance, the aggrieved Employee shall discuss the grievance with his/her immediate supervisor. If requested by the employee, he/she may be accompanied by a unit representative. Notice to an employee of a decision shall trigger the timeliness requirement of this step.

§ 4 STEP 2 If the employee's immediate supervisor does not satisfactorily resolve the dispute within five (5) days after it has been submitted to him/her, the grievance may, within the next five (5) days, be submitted to the Department Director. When grievances are presented in this Step 2, they shall be reduced to writing, specifically referring to the provision(s) of this Agreement on which it is based, identifies the aggrieved employee and is signed by the aggrieved employee and/or Union representative. The signed grievance may be presented by the aggrieved employee or an authorized Union representative to the appropriate Department Director or designee. A grievance so presented in this Step 2 shall be answered by the Department Director or designee in writing within five (5) days after its presentation. Upon mutual agreement between the Hospital and the Union, this Step 2 may include a meeting between authorized Hospital representatives and authorized Union representatives including no more than two Hospital employees (unless mutually agreed between the Hospital and the Union to include additional employees) to be held within the total of 15 days provided in this Step 2.

Occurrences which affect the bargaining unit as a whole or a policy/practice to numerous similarly situated employees may be submitted in writing by a Union representative directly to Step 3, provided the grievance meets the timeliness requirement of Step 1.

§ 5 STEP 3 If the second step answer is not accepted, then the written grievance may be submitted by the Union to the Vice President, Human Resources, or designee to this third step of the grievance procedure within five (5) days following receipt of the second step answer. A grievance presented in this step must be reduced to writing, specifically refer to the provision(s) of this Agreement on which it is based, specify the relief requested and be signed by an authorized Union representative. A meeting between authorized Hospital representatives and authorized Union representatives including no more than two Hospital employees (unless mutually agreed

between the Hospital and the Union to include additional employees) shall be held within seven (7) days after submission of a grievance into this third step. The Hospital's answer to a grievance presented at this third step shall be given to the Union within seven (7) days after the third step meeting.

- § 6 Failure on the part of the Hospital to answer a grievance at any step shall not be deemed acquiescence to or acceptance of the grievance. In such cases, the grievance may be processed to the next step in the grievance procedure.
- § 7 When necessary, an authorized union representative may investigate and adjust the grievance of an employee after notification to his/her supervisor. Such activity, including the submission and discussion of grievances in the grievance procedure, will be limited to reasonable times during working hours so as not to interfere with work schedules or patient care.
- § 8 If the grievance is not resolved pursuant to the foregoing procedure, the Union may submit the grievance within thirty (30) days after completion of Step 3 of the grievance procedure to the American Arbitration Association for selection of an impartial arbitrator in accordance with the Association's procedures. Grievances must be submitted separately and may not be combined for purposes of arbitration, except that grievances based on the same or substantially similar facts may be combined. The American Arbitration Association shall direct each grievance to be heard in rotation in order from the following list of arbitrators: Lawrence T. Holden, Jr.; Philip J. Dunn; Roberta L. Golick; Marcia L. Greenbaum; Tim Bornstein and Richard Grant Higgins. Should any of these arbitrators decline an appointment or be unable to offer a hearing date within six months from submission (three months for suspension and/or discharge cases), the grievance shall be referred in turn to the next arbitrator on the list. In suspension or discharge cases, briefs, if any, must be filed within two weeks after the close of the hearing and the arbitrator's decision shall be issued within 30 days of receipt of the briefs. The decision of the arbitrator shall be final and binding. All costs and fees of the arbitrator and the American Arbitration Association shall be paid equally by the Hospital

and the Union.

- § 9 The Union's failure to submit a grievance for arbitration to the American Arbitration Association within thirty (30) days after completion of Step 3 of the grievance procedure shall be deemed as a final resolution of the grievance on the basis of acceptance of the Hospital's Step 3 answer.
- § 10 The arbitrator shall have no power to alter or amend any of the provisions of this Agreement. The arbitrator shall have no authority to substitute his or her judgment for the Hospital's regarding professional standards or patient care procedures. The arbitrator may not overturn Hospital decisions in discipline cases regarding standards of professional conduct unless it is clear that the Hospital's actions were arbitrary and capricious.
- § 11 All time limits in this grievance and arbitration procedure are of the essence and may be waived only in writing signed by authorized representatives of the Hospital and the Union.

Article 14 Hours of Work, Schedules and Breaks

- § 1 The basic work week for full-time employees consists of thirty-five (35) to forty (40) hours of work per week. The workweek consists of the seven consecutive days beginning with the day shift on Sunday. The basic schedule for full-time employees shall include two days off in each week. The basic day for full-time employees shall consist of shifts of eight, ten or twelve hours of work per day. The basic workday is the twenty-four hour period beginning with the start of the day shift.
- § 2 The basic eight-hour work shifts are as follows:
- Day shifts shall begin at or after 6:00 a.m. and end at or before 6:00 p.m.
- Evening shifts shall begin at or after 3:00 p.m. and end at or before 1:00 a.m.
- Night shifts shall begin at or after 11:00 p.m. and end at or before 8:00 a.m.

§ 3 The basic ten-hour work shifts are as follows:

Day shifts shall begin at or after 6:00 a.m. and end at or before 6:00 p.m.

Evening shifts shall begin at or after 2:00 p.m. and end at or before 1:00 a.m.

Night shifts shall begin at or after 9:00 p.m. and end at or before 8:00 a. m.

§ 4 The basic twelve-hour shifts are as follows:

Day shifts shall begin at or after 7:00 a.m. and end at or before 8:30 p.m.

Evening shifts shall begin at or after 2~00 p.m. and end at or before 3:30 a.m.

Night shifts shall begin at or after 7:00 p.m. and end at or before 8:30 a. m.

§ 5 Part-time employees may be assigned shifts within the basic shifts above.

§ 6 To the extent there are current employees working in shifts at variance from the basic shifts, those shifts may be continued.

§ 7 Employees scheduled to work six to eight hours shall receive one twenty-minute paid break. Employees scheduled to work more than eight hours but less than ten hours will be provided an unpaid meal period of one-half hour and a paid break of fifteen minutes. Employees scheduled to work a ten hour shift will be provided an unpaid meal period of one-half hour, a paid break of fifteen minutes, and, by mutual agreement between the employee and the supervisor, an additional fifteen minute paid break. Employees scheduled to work a twelve hour shift will be provided an unpaid meal period of one-half hour and two fifteen minute paid breaks. Employees are to be completely relieved of duty in order for the meal period to be unpaid and employees may leave their work areas. If there is a significant interruption in the meal period that results in the employee performing work, the employee will be provided a substitute meal period or paid in lieu thereof.

§ 8 A work schedule shall be posted at least two weeks in advance of the first day on which

the schedule is to be effective. Specific work schedules for each department or unit/section shall be prepared covering a period of at least four weeks. For unplanned circumstances such as resignations or absences, when changes to the posted schedule are necessary, they would affect employees in inverse order of seniority among the available, qualified employees on a rotating basis. Such changes would be made only after every effort has been made to provide alternate means of coverage including, but not limited to the solicitation of volunteers, assignment of *per diems* or assignment of permanent floats.

§ 9 During the life of this Agreement it may be necessary for the employer to permanently change the regular shifts, assignment to departments, units or shifts and/or hours of shifts as they existed at the time this Agreement was executed. No such changes will be made without notice to and opportunity for discussions with the Union. Any employee affected by such changes will receive at least three weeks, notice thereof. In the event that a change affects less than all of the employees in a particular department or unit, seniority among qualified employees will apply in selecting those employees who will be affected by the change. Any changes in an employee's shift hours will be limited to hours falling within the definition of shifts in this Article. Nothing herein shall be construed to modify any requirements of this Agreement dealing with rotation or floating.

§ 10 Employees may be offered the opportunity to be called off in situations where there is a drop in the census and/or the acuity level on their unit. The option of being called off will be offered to qualified employees on a rotating basis in order of unit seniority. Employees who elect to be called off may have the option to float off the unit or take vacation/holiday time or unpaid time off.

§ 11 Employees who return from a leave of absence of greater than six (6) weeks will be placed on the voluntary call-off (voluntary time off) rotation list as if the last date of their leave was the date of their last voluntary call-off. Employees who return from a leave of absence of less than six (6) weeks will not have their place on the voluntary call-off rotation list adjusted.

Article 15 Shift Rotation

§ 1 The Hospital shall seek permanent night and evening shift employees in an effort to

reduce shift rotation (the temporary reassignment for employees from their regular shifts to another shift). On units/departments presently requiring rotation, if a day/rotator position becomes vacant and the Hospital decides to fill that vacancy, a permanent night or evening position shall be posted first. If there are no successful bidders or qualified outside candidates for the permanent night or evening position within seven days, the Hospital may post the day/rotator position. The Hospital shall advertise all permanent night and evening shift vacancies not filled through the posting process. The Hospital shall not be required to advertise such vacancies more often than once every month.

- § 2 The Hospital agrees to keep rotation to a minimum and to provide employees with as much advance notice of required rotation as is feasible. Employees will not be required to rotate more than 50 percent of their hours measured by four-week time blocks. Employees will not be required to rotate to two different shifts during the same workweek.
- § 3 When it becomes necessary to assign unscheduled rotation, the employer agrees to seek volunteers first.
- § 4 By mutual agreement with their supervisors, employees in the same unit may agree to switch rotation assignments.
- § 5 Every effort will be made to avoid scheduling rotation which results in an employee rotating to the evening shift and having to return to work the next morning on the day shift.
- § 6 When employees are required to accept an unscheduled rotation to another shift, their regular weekly work schedule will not be reduced to offset the hours on the rotation shift unless the employee so requests.
- § 7 Permanent evening shift employees and permanent night shift employees shall not be scheduled to rotate to any shift.
- § 8 Mandatory rotations shall be assigned as follows, provided qualified employees are available:

- A. Any rotations necessary shall first be assigned to employees with five (5) years, 364 days or less seniority up to a maximum of 50% of their scheduled hours.
- B. Any further rotations that are necessary shall be evenly distributed among remaining staff with six (6) to ten (10) years, 364 days seniority up to a maximum of 50% of their scheduled hours.
- C. Any further rotations that are necessary shall be evenly distributed among remaining staff with eleven (11) to fifteen (15) years, 364 days seniority up to a maximum of 50% of their scheduled hours.
- D. Any further rotations that are necessary shall be evenly distributed among remaining staff with sixteen (16) to twenty (20) years seniority up to a maximum of 50% of their scheduled hours.
- E. Any further rotations that are necessary shall be evenly distributed among remaining staff with greater than twenty (20) years seniority up to a maximum of 50% of their scheduled hours.

- § 9 In the Operating Room, the above schedules shall apply except that in "A" employees with five (5) years or less seniority will only be required to rotate 50% of the rotations required.
- § 10 To the extent paragraphs A through E above result in an odd number of rotation shifts, the odd shift will be assigned to the junior employee.

Article 16 Float Districts

- § 1 The term floating refers to the temporary reassignment on a daily basis of an employee from his or her regular department or unit to another department or unit on the same shift. The Hospital may require employee(s) to float within the float districts when the department or unit to which they are floated is understaffed or when the department or unit from which they are floated is overstaffed.
- § 2 Floated employee(s) may not be assigned duties or tasks for which they have not been oriented and trained.

- § 3 Floating assignments will be distributed on a fair and equitable basis.
- § 4 Registered nurses and LPNs may be assigned within the following areas and may be assigned outside of these areas on a voluntary basis only.
- Pediatrics
 - Emergency Department
 - PACUs (Davol, APC and Pediatrics)
 - Medical and Surgical floors
 - Stepdown and Intensive Care Units*
 - Ambulatory Patient Services
 - Interventional Radiology, CT Scan, Ultrasound, Diagnostic Radiology, and MRI
 - Cath Lab
 - Nuclear Cardiology and Non-invasive Cardiology
- § 5 The Davol/Hasbro Operating Rooms and the ASC Operating Room are separate float districts; however, it is recognized that floating may be required if scheduled surgery would otherwise be canceled or if necessary to respond to trauma emergencies.
- § 6 The Hospital will make every effort to assign surgical patients to surgical beds and medical patients to medical beds provided that the appropriate beds are available.
- § 7 Float districts for technical unit:
- Diagnostic Radiology and Mammography
 - Interventional Radiology
 - CT Scan (may float to Diagnostic and Interventional Radiology)
 - Ultrasound
 - Nuclear Medicine
 - MRI
- § 8 Employees who have been floated, other than employees assigned to the float pool, may not be required to work mandatory overtime. Mandatory overtime may be assigned to float pool employees on a rotating basis in relation to other employees on the unit at that time.

* Employees on Medical Stepdown Units may also be floated to Medical floors and employees on Surgical Stepdown Units may be floated to Surgical floors.

Article 17 Annual Evaluations, Personnel Files, Discipline and Termination

- § 1 All permanent records of an employee's performance evaluations and/or disciplinary actions shall be kept in one central personnel file which shall be available in the office of Human Resources during normal business hours for inspection by individual employees upon twenty-four (24) hours advance notice.
- § 2 All materials placed in an employee's personnel file shall be deemed to be confidential and no such material shall be released to persons outside the Hospital without prior written authorization of the employee to whom the material pertains except in response to duly authorized government requests or legal process in which case the employee will be notified unless it is a confidential government inquiry.
- § 3 Upon request of the employee, letters of recommendation shall be made available to the employee prior to their submission to a prospective employer. The employee at his/her option may elect not to have a letter of recommendation forwarded to a prospective employer.
- § 4 No material shall be placed in an employee's personnel file unless the employee is aware of the material except for routine payroll, benefits or other such material.
- § 5 Disciplinary material shall be removed from an employee's personnel file after twelve (12) months provided no additional disciplinary action has occurred.
- § 6 Employees who have successfully completed the probationary period shall be considered permanent employees and shall not be disciplined, suspended, reduced in rank, discharged or terminated except for just cause. In the event that an employee is discharged or terminated the employee and the Union shall be given a statement in writing setting forth the reason(s) for said termination.
- § 7 Each employee shall be evaluated at least annually by his/her supervisor. The evaluation shall be in writing.
- § 8 The employee shall receive a copy of the evaluation and shall have the right to meet with the evaluating supervisor to discuss the evaluation. In the event that the supervisor

believes the evaluation to be unsatisfactory, the supervisor shall offer constructive criticisms and make specific suggestions as to the manner in which perceived deficiencies may be corrected.

- § 9 An employee may request that a Union representative be present during any investigatory interview by a supervisor or other representative of the administration that the employee reasonably believes may result in disciplinary action. In any such interview, before an employee is questioned about his/her conduct, the employee will be told that a purpose of the interview is to review his/her conduct.

Article 18 Employment, Posting and Transfer Practices

- § 1 Employees who have served a total of six (6) months of continuous service in their current position and who are not subject to serious or repeated written discipline within the past twelve (12) months will be considered for posted vacancies. The six month requirement may be mutually waived between an employee and the Hospital and shall not apply to transfers which affect only the shift of the employee.

- § 2 Full-time, regular part-time and *per diem* bargaining unit permanent vacancies which are not filled by adjusting hours or shifts of current employees will be posted on Hospital bulletin boards as well as on the unit (Registered Nurse Bargaining Unit) or in the department (Technical Bargaining Unit) in which the vacancy exists. Vacancies will be posted Hospital-wide for seven days. Vacancies will be posted promptly, no later than two weeks after the Hospital makes a decision to fill a vacancy. The Hospital will continue to post vacancies throughout its facilities. The Hospital will give fair consideration to employee requests to add or drop hours.

Postings shall contain an "apply by" date. Applicants will be considered from those who apply during the initial seven-day posting period in accordance with Section 6. If no applicant is selected, the vacancy will be posted Lifespan systemwide for subsequent periods with applicants similarly required to respond to each posting period. During the Lifespan systemwide posting period, the applicable provisions in the Master Agreement referenced to in Article 43 shall control.

- § 3 Positions outside the bargaining unit that are non-physician positions below the Department Head level will be posted with the understanding that it is within the Hospital's discretion as to whom to consider or select for such positions.

- § 4 The posting shall identify the job, the shift, the hours to be worked and the unit. Applicants, upon request, will be provided a copy of the job description which sets forth qualifications and requirements.

- § 5 Applicants must apply to the Employment Office within the seven-day posting period. Employees who are absent due to sickness, vacation or leave of absence may request, in writing, that they be mailed by the Hospital the current list of posted openings. Subsequent written requests may be made for the duration of such absence. In order to be selected, applicants must be able to report for work within the operational needs of the department. Employees may initially inquire about a posted opening without submitting a transfer evaluation. The Hospital may require the completion of a transfer evaluation before a position is awarded. The employee must complete the transfer evaluation within 5 days of the request.

- § 6(a) *Technical Bargaining Unit* - Applicants for the vacancy will be given preference by seniority in order of department, then seniority group, then Hospital-wide except for the department of Diagnostic Imaging, which shall be by seniority group, department, then Hospital-wide. LPN vacancies in the Ambulatory Clinics will be awarded to the most senior, qualified bargaining unit LPN with the applicable adult or pediatric background. In order to be considered part of a department/section for purposes of bidding, an employee must have been in the department/section for at least one year and have worked in the department/section for at least 1,000 hours. Applicants for a posted position within their current unit/section will be presumed qualified for that position. Outside applicants will not be offered employment if any qualified Hospital employee applies for and accepts a posted position. Between qualified applicants with equal experience, skills, abilities and disciplinary/performance counseling records, seniority will be determinative. Supervisors who bid for a posted vacancy will be credited with the experience accrued only through the first-line supervisory level.

§ 6(b) *Registered Nurse Bargaining Unit* - Applicants for the vacancy will be given preference by seniority in order of unit, then seniority group, then Hospital-wide. Applicants for a posted position within their current unit will be presumed qualified for that position. In order to be considered part of a unit for purposes of bidding, an employee must have been in the unit for at least one year and have worked in the unit for a total of at least 1,000 hours. Outside applicants will not be offered employment if any qualified Hospital employee applies for and accepts a posted position. Between qualified applicants with equal experience, skills, abilities and disciplinary/performance counseling records, seniority will be determinative. Supervisors who bid for a posted vacancy will be credited with the experience accrued only through the first-line supervisory level.

§ 7 Whenever a position is posted pursuant to this Article, and there are qualified applicants for the position, it shall be filled no later than sixty (60) days from the Hospital's selection of the successful applicant.

§ 8 An employee who accepts a posted position may return to their previous position within thirty (30) days provided that position has remained vacant.

§ 9 Relatives of department heads, managers, supervisors or any persons acting as supervisors shall not be employed under the direct supervision of such managerial personnel or in positions for which a relative has responsibility for approving performance, promotion, salary or disciplinary actions.

§ 10 In cases of involuntary transfer, employees will be selected in reverse order of seniority.

§ 11 Within ten days after the seven-day posting period, applicants will be notified in writing as to whether or not they were qualified and the qualified applicant(s) will be awarded the position. The applicant will be notified whether the Hospital withdrew the vacancy, whether he/she was not qualified for the position or whether a more senior employee was selected.

§ 12 Vacancies of one hundred (100) days or less may be deemed temporary and not subject to posting requirements. In exceptional cases such as extended sick leaves, the one hundred (100) days may be extended. Unless so extended, if the position is to be continued

beyond one hundred (100) days, it shall be posted pursuant to this Article.

§ 13 If a bargaining unit employee fills a temporary position, he/she will continue to be covered by all of the terms of this Agreement. Regular employees who voluntarily fill temporary vacancies shall retain their right to return to the position they left.

§ 14 In the event that the Hospital determines that a newly transferred employee is unable to satisfactorily perform the duties of her/his new position, such employee may be returned to her/his previous position, or if the previous position has been filled, to an equivalent vacant position within ninety (90) days of the date s/he is transferred into the new position, provided that:

- the employee was notified in writing after no more than sixty (60) days in the new position as to any performance deficiencies and required corrective action,
- the employee's return to her/his former position shall not displace any other employee, and
- the employee's return to an equivalent vacant position shall not supercede the bidding rights of any other employee.

For purposes of this section, an equivalent position shall include the same classification, pay, benefits, shift and the same or equivalent work schedule.

Article 19 Layoffs and Recalls

§ 1 Seniority, as defined in Article 11, shall apply to the selection of employees for layoffs and recall therefrom.

§ 2 When it becomes necessary to lay off employees within the bargaining unit, both the Union and the affected employees shall be notified at least seven (7) days in advance.

§ 3 In the event of layoff, employees in the affected seniority groups shall be laid off in the following order:

First, all temporary employees

Second, all probationary employees by inverse order of hiring

Third, regular full- and part-time employees by inverse order of seniority

- § 4 When the employer determines the positions affected, it will notify the employees holding positions subject to layoff and advise them of any vacant positions. If vacancies exist within the same seniority group, same shift and with the same scheduled hours, within 48 hours those employees must elect to take a vacant position. An employee who is subject to layoff shall have preference for posted vacancies on her/his shift and within her/his seniority group over an employee who has unit preference but who is less senior than the employee subject to layoff.
- § 5 If no vacant position is available, the affected employee may exercise bumping rights and must bump the most junior employee on his/her shift in his/her seniority group who has same regularly scheduled hours as the laid off employee, provided he/she is senior to the employee bumped.
- § 6 If there is no such junior person, the laid off employee may bump (a) the most junior employee on his/her shift in his/her seniority group regardless of hours, or (b) bump the most junior employee in his/her seniority group on either of the other two shifts who has the same scheduled hours as the laid off employee, provided he/she is senior to the employee bumped. The employee must choose (a) or (b) within 48 hours.
- § 7 If the laid off employee cannot exercise bumping rights under the above he/she must bump the most junior in his/her seniority group on the other two shifts regardless of scheduled hours, provided he/she is senior to the employee bumped.
- § 8 In the event of multiple layoffs, when more than one employee in the same seniority group and shift are laid off, choices of bumping will be exercised by seniority. The most senior of the laid off employees will choose first which of the junior employees among those subject to bumping he/she will bump. Then the next most senior laid off employee will choose.
- § 9 Employees may bump under the provisions of this Article only if the layoff is for one

week or more. Layoffs of less than one week will be used only when necessary in exceptional cases and not in a repetitive manner to avoid bumping. Employees may not bump into a position which would require formal orientation or training of more than four weeks, in which case the affected employee may be eligible to bump a junior employee in the same seniority group (if any) not requiring such orientation or training. First-line supervisors bumping into a staff position shall do so under the same process as other employees under this Article.

- § 10 Prior to the layoff of any bargaining unit employee, employees in the area to be impacted by a layoff will be notified in an effort to seek volunteers for layoff or reduction in hours. In response to this notification, or at any point in the procedure under this article, the Hospital and employee may mutually agree that the employee be laid off or have their hours reduced.
- § 11 **Severance benefits:** Employees who have been laid off and elect not to be on recall status shall receive a minimum of four (4) weeks severance pay plus one (1) week of severance for every year of service, up to a maximum of sixteen (16) weeks of severance. Employees who are 40 years of age or older will receive an additional one week of severance pay for every year of service up to a maximum of an additional ten (10) weeks. The severance benefit of employees who accept positions that are budgeted for 20% or more fewer hours or are at a lower pay rate will be placed in a severance bank. Each week for a period of up to one year or until the severance bank is exhausted, whichever is sooner, the employee will draw down the severance bank to supplement her/his base hourly rate and/or paid hours to duplicate the weekly earnings of the employee's previous position (based on the employee's base hourly rate and budgeted hours of the position accepted). Severance benefits will not count as time worked for the determination of benefits eligibility. Severance benefits will be paid through the normal payroll process with deductions taken as appropriate.

An employee subject to layoff shall not be entitled to severance benefits if s/he declines a comparable vacant position that is available to her/him. For this purpose only, a comparable position shall be defined as:

- same classification
- equal or greater base hourly rate
- budgeted weekly hours greater than 80% of the employee's budgeted weekly hours immediately prior to layoff, but in no case less than 20 hours per week
- at least 75% of the scheduled hours of the vacant position are within the hours of the employee's previously scheduled workshift, and
- not requiring more than four weeks of formal orientation or training

An employee who declines an opportunity to bump under this Article shall not be rendered ineligible for severance.

An employee who is receiving severance pay under this Section, and who begins employment within another Lifespan facility before severance pay has ended, shall immediately be rendered ineligible for any further severance payments.

Rights of Employees Bumped

- § 12 Bumped employees will have the same bumping rights as the laid off employee.
- § 13 Employees who have been laid off shall be recalled (re-employed) within their seniority groups in the inverse order of their layoff.
- § 14 Employees will be notified of recall from layoff by certified mail and shall have ten (10) days from the date of the postmark to respond.
- § 15 Employees who have been laid off shall continue to receive the benefits of Article 38 for a period of ninety (90) days following the effective date of the layoff. Thereafter, employees who are laid off may continue to participate in the medical-hospital plan by paying to the employer the full cost of the plan for a period of one year following their layoffs.
- § 16 Employees who have been laid off shall remain on the recall list for a period equal to the

employee's continuous length of service at the time of layoff or twelve (12) months, whichever is shorter.

- § 17 Employees on layoff shall not be denied further consideration for recall (re-employment) by declining to accept re-employment on a different shift or with different weekly hours than the position from which they were laid off.

Article 20 Seniority Groups - Registered Nurse Unit

- | | |
|------------|--|
| Group 1:* | Admitting Center
Adult Medical Units
Adult Surgical Units
Cardiac Interventional Unit
Cooperative Care Center
Dialysis Unit
Endoscopy Unit
Gamma Knife Center
Infection Control
Intermediate Care/Stepdown Units
Intravenous Services
Non-Invasive Cardiac Nurse Clinician
Nuclear Cardiology Nurse Clinician
Psychiatric Unit
Rehabilitation Unit
Trauma Registry
Utilization Review
Transfusion Utilization Nurse |
| Group 2: | Adult Emergency Patient Services |
| Group 3: | Adult Ambulatory Patient Services
Radiation Therapy
Employee Health Services
Infusion Nurse |
| Group 4: | Operating Rooms/Surgical Services
Davol/Hasbro, Ambulatory Surgical Center |
| Group 5* : | Adult Surgical Intensive Care Units
Burn Nurse Coordinator
Cardiovascular Laboratory
Coronary Care Unit
Electrophysiology Nurse Clinician
Medical Intensive Care Unit
Post Anesthesia Care Unit |

	Professional Nurse Anesthesia Trauma Intensive Care Unit (TICU) Vascular/Interventional Radiology
Group 6:*	Child Development Center FACTS Nurse Coordinator Hasbro 4, 5, 6 Hemophilia Nurse Coordinator Pediatric Ambulatory Services Pediatric Emergency Patient Services Pediatric Hematology/Oncology Pediatric Intensive Care Unit Sickle Cell Nurse Coordinator ECMO Coordinator Pediatric Community Services Nurse Coordinator Cystic Fibrosis Nurse Coordinator Pediatric Sedation Nurse
Group 7:	Continuing Care ¹
Group 8:	Clinical Educators ¹
Group 9:	Clinical Specialists ¹
Group 10:	Medical/Surgical Case Manager (Acute Care) ¹
Group 11:	Research Projects ²
Group 12:	Clinical Transplant Coordinator ¹

* Unit Teachers shall first displace less senior Unit Teachers in their specialty in their seniority group, then staff within the affected employee's unit.

¹ If there is no less senior employee in the seniority group, the affected employee may also bump into the seniority group in which their nursing specialty is practiced.

² The affected employee may not displace another employee on a different research project, but may bump into the seniority group in which their nursing specialty is practiced.

Article 21 Seniority Groups - Technical Bargaining Unit

§ 1 Licensed Practical Nurse Groups

Group 1:	All LPN's except Pediatrics
Group 2:	Pediatric LPNs

§ 2 Technical Groups

Group 1:	Radiologic Technologist (includes Diagnostic Radiology, CT Scan, Interventional Radiology, Densitometry Radiologic Technologist, and Radiology Quality, Assurance/Research Technologist, Mammography Technologist)
Group 2:	Radiation Therapist
Group 3:	Nuclear Medicine
Group 4:	Ultrasound
Group 5:	EEG and EEG Technologist-Intraoperative
Group 6:	Sleep Lab
Group 7:	Cerebrovascular Technician
Group 8:	Surgical Technician
Group 9:	Histology
Group 10:	Physical Therapy
Group 11:	Occupational Therapy
Group 12:	Respiratory Care
Group 13:	Library
Group 14:	BMET
Group 15:	Radiation Therapy Equipment Technician
Group 16:	Parent Consultants
Group 17:	Pulmonary Testing Technician
Group 18:	Clinical Perfusionist
Group 19:	Medical Lab Technician
Group 20:	Cardiac Ultrasound Technologist
Group 21:	EMT Training Coordinator
Group 22:	Electrophysiology Technologist
Group 23:	Quality Assurance Data Analyst (if held by an LPN, will be considered part of LPN Seniority Group)
Group 24:	Mental Health Worker
Group 25:	Cancer Registry Technical Specialist
Group 26:	Cytopreparatory Technician
Group 27:	Radiation Safety Technician
Group 28:	MRI Technologist
Group 29:	Ophthalmic Photographer
Group 30:	Radiology Equipment Specialist
Group 31:	Cardiovascular Technologist
Group 32:	Histopreparatory Technician

Article 22 Closed Units

§1 The Hospital and the Union agree that the following units are closed: CCU, MIC, PIC, and Jane Brown 5-South. Floating out of or into these units is voluntary only.

§ 2 These units may remain closed provided the following conditions are met:

1. The unit maintains an adequate *per diem* pool, to the extent *per diems*, if any, are currently used.
2. If the census and/or acuity level drops and staff is called off, employees on the unit may be offered the option to float off the unit, or take vacation/holiday time or unpaid time off. If no employee accepts, the least senior employee(s) may be required to take unpaid time off. This process of calling off will be done by unit seniority on a rotating basis. Employees required to take unpaid time off will not lose vacation accrual for that time.
3. Unit employees must be willing to work extra hours when necessary because of absences, resignations, or census and/or acuity-level increases. Volunteers will be sought before extra hours are assigned by unit seniority on a rotating basis.

§ 3 Additional units may be closed by agreement of the Hospital and the Union.

Article 23 Sick Time

- § 1 Full-time and part-time employees with regularly scheduled hours of 20 or more per week shall accrue at the rate of up to ten sick days totaling 80 hours per year. Accruals of sick time begin with the first pay period following the date of employment and occur for each subsequent pay period in which the employee is at eligible hours. Accrued sick hours are available for use by these employees beginning with the first pay period following the completion of the initial probationary period.
- § 2 Sick time for weekly payroll employees is accrued on the basis of actual paid hours at the rate of 1.54 sick hours for every 40 paid hours, excluding overtime.
- § 3 Sick time for biweekly payroll employees is accrued on the basis of the total regularly scheduled hours in each biweekly pay period at the rate of 3.08 hours for every 80 regularly scheduled hours.
- § 4 Payment of sick time will be at the employee's regular straight-time rate of pay, plus shift differentials for employees regularly assigned to evening or night shifts, up to the employee's scheduled hours for each day of absence.

- § 5 Employees may use available sick hours for absences from work due to their personal sickness, injury or disability or when necessary to care for the employee's parent, spouse (including common-law spouse), child, mother-in-law or father-in-law because of their illness, injury, or disability or for absences related to the placement or adoption of a child. Employees who desire to use available sick hours shall notify their supervisor or designee before their next scheduled shift as follows: for the day shift, not later than 5:30 a.m.; for the evening shift, not later than 12:00 noon; for the night shift, not later than 7:00 p.m.; and for all other shifts, not later than three hours before the scheduled start of the shift. Employees may request use of sick hours for planned absences due to medical or dental appointments. Such requests will be granted provided sufficient advance notice is given to the employee's supervisor and the request does not interfere with work schedules or patient care.

- § 6 Employees who file for and are determined to be eligible for Rhode Island Temporary Disability Insurance shall have the following options:

The Hospital will continue to pay the employee in accordance with paragraph four above, or

The Hospital will pay from the employee's available sick hours the difference between the employee's regular straight-time, weekly earnings, plus shift differentials for employees regularly assigned to evening or night shifts, and temporary disability insurance payments.

- § 7 Employees may be required to produce written verification or other proof of illness or disability insurance payments before sick time is paid. Written verification will not be required except when absences are for three or more consecutive work days or there is a reasonable basis to suspect abuse. Upon returning to work after an absence due to illness, injury or disability for three consecutive days or more or when there is a reasonable basis for concern regarding the employee's fitness to return to duty, employees may be required to be examined in the Personnel Health Clinic or certified fit to return to duty.
- § 8 Accruals and eligibility to use sick time will cease upon transfer to *Per Diem* status or

upon a decrease in the employee's regularly scheduled weekly hours to less than 20 per week. Upon any subsequent increase in the regularly scheduled weekly hours to 20 or more per week, accruals will resume and any formerly available sick hours will become available for use.

- § 9 Annually in the first calendar quarter, employees eligible to use sick time who have used less than one-half the sick hours accrued during the previous calendar year have the option to be paid for up to one-half the previous annual accrual, if available at the time of payment, less any sick hours paid during the previous calendar year. Available sick hours are reduced by the number of hours employees choose to be paid under this option, and balances of available sick hours at the beginning of the calendar year are adjusted so as not to exceed 240 hours.

Effective January 1, 2004: Annually in the first calendar quarter, employees eligible to use sick time who have used less than one-half the sick hours accrued during the previous calendar year have the option to be paid for the balance of their previous annual sick hour accrual at the rate of 80%. For example, if the employee accrued 80 sick time hours and used 32 hours during the year, the employee may opt to be paid for 80% of the remaining 48 hours, i.e. 38.4 hours. In addition, annually in the first calendar quarter, employees eligible to use sick time who have not used any sick hours during the previous calendar year shall have the option to be paid for up to 100% of the previous annual accrual, if available at the time of payment. This paragraph will terminate as of December 31 of the calendar year in which the parties' 2003 Agreement terminates, notwithstanding that the Agreement itself terminates on a different date.

Article 24 Paid Leaves of Absence

- § 1 Full-time and part-time employees with regularly scheduled hours of 20 or more per week who have completed the probationary period are eligible for the following paid leaves of absence during which benefits and insurance coverage are retained and vacation time is accrued.

Bereavement/Funeral Leave

- § 2 Employees shall be granted bereavement leave for up to three consecutive scheduled work days in the event of the death of a member of the immediate family. "Immediate family" means the employee's mother, father, sister, brother, wife, husband (including common-law spouse), children, father-in-law, mother-in-law, son-in-law, daughter-in-law, step children or step parents.
- § 3 One day shall be granted for relatives living with the employee, aunt, uncle, grandchildren, grandparents, niece or nephew.
- § 4 Employees may be required to provide verification of the death and/or relationship to the employee.
- § 5 Payment for such leave will be at the employee's regular straight-time rate of pay, plus shift differential for employees regularly assigned to the evening or night shift, up to the employee's scheduled hours for each day of absence.

Military Training Leave

- § 6 Employees serving as members of the National Guard or military reserves will be granted military training leave of up to two weeks annually and have their job rights protected consistent with current legal requirements.
- § 7 Employees are required to notify their supervisor as soon possible after receiving notice of the dates of required military service.
- § 8 Payment for such leave will be the difference between the employee's regular straight-time weekly earnings, plus shift differentials for employees regularly assigned to the evening or night shift, and any payments by the military. Employees are required to submit military pay vouchers to their supervisor upon returning from military duty in order for payment to be made.

Jury Duty and Related Absences

- § 9 Employees are required to notify their supervisor as soon as possible after receiving notice to appear for jury duty and for submitting records from the court for the day(s)

spent on jury duty. Upon completion of leave, the employee will be returned to their position with no loss of benefits or seniority.

- § 10 Payment for such leave will be at the employee's regular straight-time rate of pay, plus shift differentials for employees regularly assigned to the evening or night shift, up to the employee's scheduled hours for each day of absence, offset by any fees paid or expenses reimbursed by the court.
- § 11 When, on behalf of the Hospital, or when required by a government agency an employee is required to appear in court, attends the taking of depositions or appears at external fact-finding or investigatory hearings, the time will be considered hours worked and will be paid as such. For such appearances, reasonable expenses related to mileage, parking and/or meals will also be reimbursed when accompanied by receipts or other records of payment.
- § 12 Employees may request time off from work for appearances in court for other reasons or for external proceedings, whether voluntary or involuntary. When approved, such absences will be considered unpaid time off, and employees may use accrued vacation or banked or floating holidays to cover up to the employee's scheduled hours for each day of absence. Such approval will be granted when an employee is required by subpoena to appear in court or when an employee is a party to a lawsuit and is required to appear at a deposition or in court, provided the employee gives reasonable advance notice and a reasonable effort is made to accommodate the Hospital's scheduling needs.
- § 13 For third shift employees eligible for leave under this section who are scheduled to work the night immediately preceding a day of jury duty or court appearance, the day of leave shall be the night before the day of jury duty or court appearance.
- § 14 If an employee serves on jury duty for a full week, i.e. Monday through Friday, the employee will not be required to work the next Saturday. If the employee had been scheduled to work the Saturday, the employee will receive pay at their straight time rate for the hours they had been scheduled to work. If an employee serves on jury duty for two full weeks, he or she will not be required to work the intervening weekend.

- § 15 Time off without pay shall be granted an employee for the purpose of testifying before a state or federal legislative body about legislation affecting his/her profession, provided the employee gives reasonable advance notice and a reasonable effort is made to accommodate the Hospital's scheduling needs.

Article 25 Unpaid Leaves of Absence

Medical and Family Leaves of Absence

- § 1 Full-time and part-time employees with regularly scheduled hours of 20 or more per week who have completed the probationary period and other employees who have worked at least 1,040 hours during the prior twelve months of their employment at the Hospital are eligible for medical and/or family leaves of absence based on the following:

up to 2 years of employment - 13 weeks in a twelve month period.

2 years to 5 years of employment - 26 weeks in a twelve month period.

5 years or more of employment - Employees who have exhausted the 26 weeks leave are eligible for up to an additional 26 weeks for a total of 52 weeks during a 24 month period.

Employees who are regularly scheduled to work less than 20 hours per week who have not worked at least 1,040 hours during the prior twelve months of their employment at the Hospital, will be eligible for up to 13 weeks of medical and/or family leave of absence in a twelve month period, provided they have at least five (5) years of seniority.

- § 2 Such leaves of absence are for the following purposes:

The birth of a child of an employee, provided the leave is completed within twelve months of the child's birth,

The placement of a child less than eighteen years of age with an employee for adoption or foster care, provided the leave is completed within twelve months of the placement,

The care of the employee's parent, spouse (including common-law spouse), child,

mother-in-law or father-in-law with a serious health condition if supported by medical certification issued by the family member's healthcare provider and/or

The employee's own serious health condition which makes the employee unable to perform the functions of his/her job if supported by medical certification issued by the employee's healthcare provider.

- § 3 "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing outpatient treatment by a healthcare provider, including treatment for prenatal care.
- § 4 The twelve-month period which determines the employee's eligibility for a leave shall begin with the date of the employee's first medical or family leave. Subsequent twelve-month periods would begin each time the employee takes a medical or family leave after completion of the previous twelve-month period.
- § 5 When medically necessary to care for a family member's or the employee's own serious health condition, the leave may be taken intermittently in blocks of time or on a reduced daily or weekly schedule provided the total time absent does not exceed the maximum leave period. An employee granted such an intermittent or reduced schedule leave may be reassigned temporarily to another position with equal pay and benefits that better accommodates recurring periods of leave than the employee's regular position in accordance with other provisions of the contract. Upon successful completion of such temporary intermittent leave, the employee shall be returned to his/her prior position.
- § 6 Employees requesting a medical or family leave are required to complete and submit to their immediate supervisor a request for leave of absence form which provides at least 30 days' notice of the intended start of the leave, if the reason for the leave is foreseeable, or as soon as possible in unforeseeable situations.
- § 7 Employees shall furnish required medical certification from health care providers generally within 10 days of requesting the leave. At its expense, the Hospital may require a second opinion concerning any information certified by the original healthcare provider

and a third opinion in the event it determines the need to resolve conflicting first and second opinions. The Hospital may require employees to furnish subsequent recertification from healthcare providers at reasonable intervals during the leave.

- § 8 Where two spouses (including common-law spouses) are both employed by the Hospital, each spouse is individually eligible for up to the appropriate maximum of leave for the serious health condition of a child, spouse or the employee.
- § 9 Employees must use available sick time for leaves for the employee's own serious health condition and may use available vacation time (after sick time is exhausted) for such leaves or other leaves. Employees on leave may continue their group health, dental, life and disability plans and flexible spending accounts provided the required employee contributions for benefits coverage are made for each month of continued coverage by the first of the month. Failure to make these timely payments may result in cancellation of the employee's benefits coverage.
- § 10 For leave required due to a compensable injury or illness, the employee's leave shall be for up to 18 months.
- § 11 The Hospital and the Union agree this Article is intended to meet or exceed the current state and federal legal requirements for medical and family leaves of absence.

Educational and Personal Leaves of Absence

- § 12 Full-time and part-time employees with regularly scheduled hours of 20 or more per week who have completed the probationary period are eligible to request unpaid leaves of absence for periods up to 52 weeks for purposes of pursuing formal education, personal needs not addressed by other types of leaves and extending the period of absence of other leaves. Employees may request extensions to previously approved educational or personal leaves of up to an additional 52 weeks.
- § 13 Employees requesting an educational or personal leave are required to complete and submit to their immediate supervisor a request for leave of absence form which provides at least 30 days' notice of the requested starting date of the leave in foreseeable

circumstances and as soon as possible in unforeseeable circumstances.

- § 14 Employees on leave may continue their group health, dental, life and disability plans and flexible spending accounts provided the required employee and Hospital contributions for benefits coverage are made for each month of continued coverage by the first of the month. Failure to make these timely payments may result in cancellation of the employee's benefits coverage.
- § 15 For approved leaves where the duration is intended to be less than six months, employees may use available vacation hours as part of the leave provisions. For leaves intended to be six months or longer, the employee's available vacation hours will be paid on the payday following the employee's last normal payday.

Military Leaves of Absence

- § 16 Employees who are members of a military service or the Rhode Island National Guard and who present appropriate military orders or who enlist are entitled to military leaves of absence to fulfill military duty, training or service and have their job rights protected consistent with current legal requirements.
- § 17 Employees are required to notify their supervisor as soon possible after receiving military orders that will require taking a military leave and to complete and submit to their immediate supervisor a request for leave of absence form.

Returning from Unpaid Leaves of Absence

- § 18 Employees who return to work from approved medical, family or military leaves by the approved completion date of the leave shall be restored to the position held when the leave began or to an equivalent position, ordinarily including the same classification, pay, benefits and shift and the same or equivalent work schedule. Employees who extend medical or family leaves in excess of the appropriate maximum leave by obtaining approved personal leaves or who return to work from other leaves are not guaranteed such reinstatement on returning from the personal leave. An employee terminated on return from a personal leave of absence under this paragraph will be placed on recall under the terms of Article 19 and recalled if there is a position for which they are

qualified at the time of recall.

- § 19 Employees are required to provide at least two weeks' notice of their intention to return to work to their immediate supervisor.
- § 20 Employees who return from leaves of absence by the approved completion date of the leave will retain their current employment date for seniority purposes. Employees who fail to return from leaves by the intended completion date of the leave or who terminate employment within 30 days of their return to work may be liable for payment of the Hospital's portion for the benefits coverage which was continued during the leave.

Article 26 Light Duty and Alternative Assignment

- § 1 When an employee is able to work, but at less than full capacity, the Hospital will reasonably accommodate the employee through a reduced work load, reduced hours, or other consideration in his/her position provided the employee is able to perform the essential functions of his/her position. Light duty will take into account physical and health limitations and restrictions on the employee. The employee will be returned to the full duties of his/her position and status without prejudice upon return from light duty. Employees shall receive their full pay and benefits while on light duty. Light duty assignments shall be of limited duration not to exceed ninety (90) days, unless extended by mutual agreement between the Hospital and the Union. Employees who are disabled and cannot perform the essential functions of their job with reasonable accommodation may use available sick time or medical leave as provided in this Agreement. While on light duty, employees may make up any loss of regularly scheduled straight time earnings through the use of any available sick time/workers' compensation payments.
- § 2 Employees with a work-related disability may need an interim temporary assignment in another position within the bargaining unit. The Hospital will identify suitable temporary assignments and evaluate the possibility of placing the disabled employee in the temporary assignment. At the end of the temporary assignment or whenever the employee is able to return to his/her original position (whichever is sooner), the employee will be transferred back to Workers' Compensation status or to regular employment status in his/her original department and position title. Such alternative placements must

conform to all other provisions of this Agreement, including seniority and job bidding.

Article 27 Health and Safety

- § 1 The Hospital shall continue to maintain a safe and healthy workplace.
- § 2 The Hospital shall provide and maintain necessary equipment in proper working order and supplies required for employees to safely perform their duties and responsibilities.
- § 3 The Hospital shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to ensure employee health and safety.
- § 4 The Hospital will provide all governmentally required tests and/or immunizations for exposure and contact with infectious diseases and hazards in the workplace at no cost to employees.
- § 5 The Hospital shall continue its practice of providing transportation or escort for employees to and from employee parking areas.
- § 6 Security officers shall continue to be available for all of the Hospital facilities including the security officer on duty located at the main entrance to the Emergency Department between 8:00 PM and 7:00 AM every day. All Hospital entrances shall be locked no later than 9:00 PM except the main entrance to the Emergency Department (Davol), Jane Brown South, Main House and Children's Hospital Emergency Room. Security guards shall be posted at each of the aforementioned entrances when unlocked.
- § 7 No weapons shall be permitted in patient care areas except where patients must be secured by an armed guard. In that case, the patient and guard shall be placed in isolation.
- § 8 X-ray badges and appropriate protective gear, including thyroid collars, shall be readily available for all staff working in X-ray areas including trauma rooms. When a pregnant technologist is assigned to a satellite area with limited personnel, she may be temporarily reassigned to another area to decrease exposure. Upon returning from pregnancy leave of absence, she may then return to her permanently scheduled area. RNs and technologists in special procedures will be allowed to trade off assignments among themselves so that

exposure of pregnant RNs or technologists is decreased.

- § 9 When an employee is injured on the job, he/she shall be guaranteed his/her straight-time pay for the day injured, including differentials.
- § 10 A work-related illness or injury while on duty will be reported to the employee's immediate supervisor or Department Head. The employee should then report to the Hospital's employee health clinic/Work Lab, or if closed, to the Emergency Department
- § 11 For any employee who suffers a work-related injury or illness, the use of the Emergency Room facility and treatment will be provided at no charge when employee health clinic/Work Lab is closed, upon referral from employee health clinic/Work Lab or when the nature of the injury requires immediate services. If referred by the Emergency Room or employee health clinic/Work Lab, treatment by any physician or clinic within the Hospital also will be at no cost to the employee. For non-work related injury or illness which affects an employee while on duty, the initial exam by the employee health clinic/Work Lab or the Emergency Room will be at no cost to the employee.
- § 12 The Hospital agrees to cooperate toward the prompt disposition of employee on-the-job injury claims.
- § 13 All examinations when required by the Hospital and performed under its direction shall be paid for by the Hospital. Employees, other than the applicants, shall be paid for all time required to take all such examinations, not to exceed two (2) hours at the straight-time hourly rate of pay. In instances of disputes regarding an employee's ability to work, the Hospital and the Union will mutually agree on an independent second opinion. If there is no agreement within three days, the Hospital may require an independent second opinion.
- § 14 If a second opinion is not by a physician chosen by mutual agreement between the Hospital and Union, the Union may contest that opinion and its impact on the employee through the grievance and arbitration procedure. The Hospital shall bear the cost of a second opinion required by the Hospital.

- § 15 Issues regarding safety or health concerns may be brought by the union directly to the attention of the appropriate Department Head or Human Resources. Any grievance regarding safety or health concerns may be presented directly to Step 3 of the grievance and arbitration procedure.

Article 28 Holidays

- § 1 The Hospital observes the following holidays:

New Year's Day	Labor Day	Victory Day
Memorial Day	Columbus Day	Thanksgiving Day
Independence Day	Presidents' Day	Christmas Day
	A Floating Holiday	

- § 2 Full-time and part-time employees with regularly scheduled weekly hours of 20 or more shall be eligible for paid holidays effective immediately upon employment. Employees become eligible for the Floating Holiday after completing their probationary period.
- § 3 Full-time employees receive eight hours' pay for each holiday. Part-time employees receive holiday pay equal to one-fifth of the regularly scheduled weekly hours in effect in the pay period in which the holiday is taken or paid off. Employees who work on Memorial Day, Independence Day, Labor Day, Columbus Day, Presidents' Day, Victory Day, Thanksgiving Day, Christmas Eve (evening shift), Christmas Day, New Year's Eve (evening shift) or New Year's Day will be paid 1 1/2 times their straight-time hourly rate of pay.
- § 4 Holiday pay is computed at the employee's regular, straight-time rate of pay, plus shift differentials for employees regularly assigned to evening or night shifts.
- § 5 The Thanksgiving, Christmas and New Year's holidays are observed commencing with the night shift of the day before the day of observance of the holiday. For all other holidays, shifts commence on the actual day of the holiday. Paid holiday time off is counted as "hours worked" when computing the weekly overtime base hours.
- § 6 In units or departments that do not operate on weekends, holidays occurring on Saturdays normally will be observed on the preceding Friday and holidays occurring on Sundays normally will be observed on the following Monday.

- § 7 Holidays will be "banked" for use at a later time when full-time employees work a scheduled holiday or serve jury duty on a scheduled holiday.

Effective 11/1/97, for the time worked on a scheduled holiday, part-time employees shall not have holiday time "banked," but shall be paid 1-1/2 times their straight time hourly rate of pay and in addition shall be paid an amount equal to their straight-time hourly rate of pay for the hours actually worked on the holiday up to a maximum of eight (8) hours per holiday. This additional holiday payment shall not be included as hours or earnings in computing any overtime payments.

For time served on jury duty or on military leave on a scheduled holiday, part-time employees shall be paid an amount equal to their straight-time hourly rate for one-fifth of the regularly scheduled hours in effect in the pay period in which the holiday occurs.

- § 8 Floating or banked holidays should be requested at least 30 days in advance, generally cannot be taken in weeks in which Thanksgiving, Christmas or New Year's Day are observed and must have supervisory approval consistent with staffing needs. The Floating Holiday is to be used by December 31 of each calendar year and may not be carried over from one year to the next.
- § 9 Holiday schedules shall be posted no later than November 1st for the next calendar year. For unplanned circumstances such as resignations or absences, when changes to the posted schedule are necessary, they would affect employees in inverse order of seniority among the available, qualified employees on a rotating basis. Such changes would be made only after every effort has been made to provide alternate means of coverage including, but not limited to the solicitation of volunteers, assignment of *per diems* or assignment of permanent floats.
- § 10 The holiday work schedule shall take precedence over the vacation and weekend work schedules. Employees may be scheduled to work up to nine holidays in any two consecutive calendar years, depending on staffing needs. Employees will not be required to work both Christmas Eve (evening or night shift) and Christmas Day (any shift) or both New Year's Eve (evening or night shift) and New Year's Day (any shift).

Assignment to work on a holiday shall be on a fair rotation.

- § 11 Employees absent due to illness when scheduled to work a holiday may be eligible for sick time, but will not receive either holiday pay or another day off with pay. In order to be eligible for holiday pay, an employee must also work the last full scheduled work day before the holiday and the next full scheduled work day after the holiday unless absent due to verified illness (verification will be requested only under reasonable circumstances). If a holiday occurs during the employee's vacation, the day will be paid as holiday time. If a holiday occurs while an employee is on layoff or a leave of absence (except Jury Duty, Bereavement, or Military Leave of up to two weeks), no holiday time or pay is provided.
- § 12 Banked holidays will be paid off no later than annually by December 31 of each year (earlier if requested by the employee) or when an employee changes from benefit to non-benefit status. Holidays will be paid in full days except upon request in hours or partial days when used for unpaid time off due to low census or upon mutual agreement between an employee and his/her supervisor. Effective September 12, 1997, banked holidays will be expressed in hours on employees' paycheck stubs.
- § 13 Upon mutual agreement between the employee and his/her supervisor, the employee may substitute up to three (3) religious holidays for recognized holidays.
- § 14 All unpaid holiday time (other than floating holidays) shall be paid to the employee upon termination of employment.

Article 29 Vacation

- § I Full-time and regular part-time employees shall accrue vacation at a rate of up to either three or four weeks totaling 120 or 160 hours respectively per year. Accruals of vacation time begin with the first pay period following the date of employment and occur for each subsequent pay period in which the employee is at eligible hours. Accrued vacation hours are available for use by these employees beginning with the first pay period following the completion of their probationary period.

- § 2 During the first ten years of employment, vacation time for weekly payroll employees is accrued on the basis of actual paid hours at the rate of 2.31 vacation hours for every 40 paid hours, excluding overtime. Thereafter, the accrual rate is 3.08 vacation hours for every 40 paid hours.
- § 3 During the first five years of employment, vacation time for biweekly payroll employees is accrued on the basis of the total regularly scheduled hours in each biweekly pay period at the rate of 4.62 vacation hours for every 80 regularly scheduled hours. Thereafter, the accrual rate is 6.16 vacation hours for every 80 regularly scheduled hours.
- § 4 Payment of vacation time will be at the employee's regular straight-time rate of pay, plus shift differentials for employees regularly assigned to evening or night shifts, up to the employee's scheduled hours for each day of absence.
- § 5 Whenever a vacation accrual rate change results from a change in an employee's classification or payroll type, the employee will start accruing vacation at the new accrual rate beginning with the first pay period following the effective date of the change.
- § 6 Accruals and eligibility to use vacation will cease upon transfer to *Per Diem* status or upon a decrease in the employee's regularly scheduled weekly hours to less than eight per week, and the available vacation hours in effect at the time of such transfer will be paid off. Upon any subsequent increase in the regularly scheduled weekly hours to eight or more per week, accruals will resume.
- § 7 No employee accrues vacation during an unpaid leave of absence.
- § 8 Vacation hours may accumulate to a maximum of twice the employee's annual accrual, that is, either 240 or 320 hours. Where the available vacation hours equal twice the annual accrual, additional accruals will cease until vacation hours are taken and the balance of available hours is less than the maximum. The employee's accrued balance will be printed on their paycheck stub.
- § 9 When a Hospital-recognized holiday occurs during an employee's vacation, the day is to be paid as holiday time instead of vacation time. If an employee is called to Jury Duty at

a time which coincides with a scheduled vacation, the vacation should be rescheduled.

- § 10 When requested and submitted on payroll records, vacation pay for employees on the weekly payroll will be issued on the payday immediately preceding the vacation period. Biweekly payroll employees receive vacation paychecks on the normally scheduled paydays.
- § 11 Employees shall designate their requests for vacations on vacation schedules which will be posted from February 1 to March 1 for the period of June 1 to December 31, and again from September 1 through October 1 for the period of January 1 through May 31. (Departments/units which currently have different posting periods may continue them.) Supervisors will discuss any conflicts between employees choosing the same dates with the employees involved and, if the conflict is not resolved, Hospital-wide seniority will be determinative.
- § 12 Requests for full weeks of vacation will be given preference over requests for individual days. Requests for vacation of more than two weeks in the period June 1 through September 30 will generally not be approved. However, all requests for vacation time off, whether in weekly blocks or in single days, will be scheduled and approved consistent with staffing needs. Final vacation schedules will be posted no later than April 1 and November 1.
- § 13 Employee requests for vacation received after the end of the posting period and/or employee requests to change vacation will be considered according to staffing needs. Conflicts between employee requests will be resolved on a first come, first-served basis consistent with operational needs. Exceptions to these vacations scheduling requirements may be made by mutual agreement between the employee and his/her supervisor.
- § 14 Annually in the fourth calendar quarter, employees have the option to be paid in cash for up to 40 hours of available vacation hours. At other times, by mutual agreement between the Hospital and the employee, employees may be paid up to a maximum of one week's vacation pay in lieu of taking time off.
- § 15 Employees who terminate their employment after completion of their probationary period

will be paid all available vacation hours.

- § 16 If an employee, because of an approved unpaid leave of absence, excluding personal leave, suffers a loss in their vacation accrual below their applicable maximum, if the employee notifies Human Resources upon return from leave, the employee may accrue vacation to restore the accrual lost on leave on the basis of all hours worked during the following 12 month period.

Article 30 Salary

- §1 Employees hired on or after the effective date of the agreement shall be at a rate on the hiring scale as set forth in Appendix D.
- §2 Effective the first payroll period after July 1, 2003, incumbent employees shall be adjusted as follows:
- A. Employees who are at a Step on the "former" hiring scale (ie, the scale in effect as of June 30, 2003) shall move to the same Step on the new hiring scale.
 - B. Employees whose hourly rate as of June 30, 2003 is between the maximum hiring rate and the Step 10 rate on the former scale, shall advance to the lowest step on the new scale that will give the employee at least a 4% wage increase; provided, however, that no employee shall advance less than one Step above the maximum hiring Step on the former scale, nor more than the maximum hiring rate on the new scale.
 - C. Employees whose hourly rate as of June 30, 2003 is at Step 10 on the former scale shall advance to Step 10 on the new scale.
 - D. Employees whose hourly rate as of June 30, 2003 is above Step 10 on the former scale shall advance to the applicable new longevity step on the new scale, or shall receive a 4% increase, whichever is greater. However, if a 4% increase would bring the employee's hourly rate above Step 30, her/his rate shall advance to the Step 30 rate, and s/he will receive the balance of 4% in a lump sum. An employee whose hourly rate is already greater than Step 30 will receive a 4% lump sum.

E. Lump sum payments will be paid on a calendar quarter basis, and shall be determined by multiplying the regularly scheduled hours (budgeted hours) for which the employee was paid during the calendar quarter by the "lump sum hourly rate." The "lump sum hourly rate" shall be equal to that portion of the across-the-board increase that exceeds the 30-year rate.

- §3 Effective the first pay period after July 1, 2004, all hiring scales and longevity steps as set forth in Appendix D, as well as all incumbent employees, shall be increased by 3% (subject to the lump sum provisions in Section 2 D and E, above).
- §4 Effective the first pay period after July 1, 2005, all hiring scales and longevity steps as set forth in Appendix D, as well as all incumbent employees, shall be increased by 3.5% (subject to the lump sum provisions in Section 2 D and E, above).
- §5 Each incumbent employee whose hourly rate is below the maximum hiring rate shall, upon the anniversary of his/her date of hire to the Hospital, receive a salary increase to the next step (not to exceed the maximum) in the hiring scale.
- §6 Each employee in the Professional Nurse hiring scale whose rate is equal to the hiring minimum or the 6-month rate shall receive a salary increase to the next step upon completion of six months at the current step.
- §7 Upon the anniversary of the date of hire into their current classification, staff RNs with 15, 20 or 30 years or more seniority in their job classification, and all other employees with 10, 15, 20 or 30 years or more seniority in their job classification, will be at rates at least equal to those set forth in Appendix D. Staff RNs who complete 10 years in their job classification between July 1, 2003 and June 30, 2004 will be at rates at least equal to the Step 10 rate for their job classification. (For purposes of this paragraph, all RN classifications are equivalent and all technical unit classifications within a department are equivalent.)
- §8 Per Diem A and Per Diem B employees shall be paid at the rates set forth in Appendix D.
- §9 All Per Diem A employees shall be eligible to receive incentive bonuses calculated on

hours paid in the calendar quarters ending March 31, June 30, September 30 and December 31 as follows: If hours paid in the quarter are at least 125 but less than 250, the bonus payment shall be in the amount of 4% of the employee's gross earnings in the quarter, excluding any tuition reimbursement or per diem incentive bonus paid in the quarter. If hours paid in the quarter are 250 or more, the bonus payment shall be in the amount of 8% of the employee's gross earnings in the quarter.

- §10 Per Diem A employees above the contract rate shall receive increases of 4% the first payroll period after July 1, 2003, 3% the first payroll period after July 1, 2004, and 3.5% the first payroll period after July 1, 2005.
- §11 It is understood that employee salary levels are minimums and may be increased by the Hospital to reflect marketplace conditions after notice to and upon requested discussion with the Union.
- §12 When an employee moves to a position in a higher pay grade, the employee will start in that pay grade at the appropriate rate in Appendix D that provides an increase of at least 4% or the employee's current rate of pay plus 4%, whichever is greater.
- §13 When an employee moves to a position in a lower pay grade, the employee's rate will be reduced in accordance with the Hospital's current practice and may be at a rate greater than the rates in Appendix D.

Article 31 Overtime

- § 1 Overtime may not be worked without prior authorization of the employee's department manager or supervisor unless in extraordinary circumstances when it would be unreasonable to expect an employee to seek prior authorization from his/her department manager or supervisor. Employees may be required to work reasonable amounts of overtime.
- § 2 A volunteer sign up sheet, or e-mail sign-up system, for extra time should be provided on each unit with each graph/schedule.
- § 3 Extra hours shall be offered equitably to employees on the basis of seniority. Extra hours

should first be offered to the most senior employee and if not accepted then to the remaining employees by descending order of seniority, provided however, that if extra hours would result in an overtime payment, the Hospital may skip to the next senior employee who can work the extra hours at straight time. If a shift cannot be covered by off duty or *per diem* employees, the time should be offered to the person on that day who has not already had overtime.

§ 4 Mandatory overtime should only be used as a last resort, only for unforeseen circumstances, and only after a comprehensive search for volunteers. Mandatory overtime should never substitute for proper planning and scheduling. Employees will not be mandated to work more than 16 consecutive hours, provided that:

- a) employees whose scheduled work shift is nights shall not be required to work more than 12 consecutive hours;
- b) with the exception of hours worked by employees while on call, no employee shall be required to work more than 2 hours¹ of overtime more than once in any 30-day rolling period, nor more than 8 times in a calendar year. Such mandatory overtime shall be assigned to employees in the affected unit/department/section on a rotating basis in inverse order of seniority among the available qualified employees;
- c) no employee shall be required to work overtime immediately prior to a scheduled vacation or holiday off; and
- d) employees shall have the right to refuse overtime one time in a 90-day rolling period. (Employees who exercise this right shall be placed at the bottom of the applicable overtime list.)

§ 5 "Unforeseen circumstances" requiring mandatory overtime should not normally include leaves of absence, vacations, or call-outs with more than 8 hours notice.

¹ In the Post Anesthesia Care Unit (PACU), Davol Operating Room, and ASC Operating Room, employees who are required to work overtime of more than 30 minutes, but not more than two hours, shall be credited with a "half occurrence" of mandatory overtime. Employees who work two consecutive "half occurrences" of mandatory overtime (regardless of the duration of time between such occurrences) shall be exempt from mandatory overtime

§ 6 Volunteers, including floats and *per diems*, must be asked first. Off-duty as well as on-duty staff must be contacted. The Hospital must document efforts to find volunteers. When calling for volunteers, the Hospital need not call employees who have expressly asked not to be called for extra hours.

§ 7 In the event the staffing requirements of the hospital are not met by voluntary means, the Hospital shall assign such overtime work to employees in the affected unit/department/section on a rotating basis in inverse order of seniority among the available qualified employees.

§ 8 The Hospital may not float an employee from a unit and then require mandatory overtime on that same unit.

§ 9 If there are frequent mandatory overtime shifts on a unit/department, the FTEs for the unit/department will be reviewed and increased if appropriate.

§ 10 Employees who work a mandatory 15.5 hours will be offered their next shift off if that shift is on the following day, whenever possible.

§ 11 None of the above provisions are intended to modify the staffing obligations of employees of closed units, as contained in Article 22 of the collective bargaining agreement.

§ 12 There shall be no pyramiding of overtime or other premium pay or differential.

§ 13 Employees who volunteer to work more than two consecutive hours of overtime immediately prior to the beginning of, or immediately following the end of, a scheduled shift will be moved to the bottom of the applicable mandatory overtime list and, in any event, will be exempted from mandatory overtime during the 48 hours following the conclusion of the shift. If mandatory overtime is required during that 48-hour period, the Hospital will bypass the employee who volunteered and assign the mandatory overtime to the next employee on the applicable overtime list.

for 30 days following the second consecutive "half occurrence". In addition, all "half occurrences" shall be counted towards the annual mandatory overtime limit.

- § 14 Employees who voluntarily agree to work extra hours (i.e., hours in excess of the employee's scheduled hours) will be exempt from any mandatory overtime at the completion of such extra hours.

Non-Exempt Employees

- § 15 Employees shall be paid 1-1/2 times their regular straight-time hourly rate of pay including applicable shift differential for any hours worked in excess of forty (40) per week or for hours worked in excess of eight (8) per day but without duplication for any overtime hours worked in excess of forty (40) in the work week. (Where the regularly scheduled work day is more than eight hours, the 1-1/2 rate applies to the hours worked in excess of the regularly scheduled work day.)
- § 16 Effective the first payroll period after July 1, 1997, employees not on call who are off duty other than *per diems* and who agree to report to work with less than eight (8) hours notice shall be paid 1-1/2 times their regular straight-time hourly rate of pay including applicable shift differential for such hours worked.
- § 17 Effective the payroll period beginning December 31, 2001, employees other than *per diems* who work four (4) or more consecutive hours of overtime immediately prior to the beginning of or immediately following the end of their regularly scheduled shift, on-call assignments worked, or shift assignments worked with less than eight (8) hours notice shall be paid two (2) times their regular straight time hourly rate of pay including applicable shift differential for such overtime worked.

Exempt Employees

- § 18 Full-time exempt employees with approved overtime work have the option of receiving payment up to a maximum of eight hours per week at a straight time rate and/or receiving compensatory time for qualifying overtime hours.
- § 19 For overtime assignments of less than eight consecutive hours each, the qualifying overtime hours commence after the completion of 44 hours in the week. For overtime assignments of eight consecutive hours or more, the qualifying overtime hours commence after the completion of 40 hours per week.

- § 20 Qualifying overtime hours in excess of those subject to cash payment are to be deposited to a bank of compensatory time, which may accumulate to a maximum of 80 hours.
- § 21 Payoff of compensatory time banks in lieu of taking the time off will be made only in the event of termination or transfer to a non-exempt job.
- § 22 Requests to use compensatory time shall be granted pursuant to mutual agreement between the employee and his or her supervisor.
- § 23 Part-time exempt employees will be paid straight time for hours worked in excess of their standard hours up to a maximum of forty per week. For overtime assignments in excess of 40 hours per week, they will be eligible for additional pay and/or compensatory time according to the provisions above for full-time employees.

Article 32 Shift, Weekend and Other Differentials

- § 1 Employees will be paid an evening differential of \$.95 per hour provided the employee works at least four hours after 5:00 p.m.
- § 2 Employees will be paid a night differential of \$2.00 per hour provided the employee works at least four hours after 1:00 a.m.
- § 3 Weekly payroll employees will be paid a weekend differential of \$3.50 per hour for all hours worked in shifts that include at least two hours between midnight Friday and 5:00 a.m. Monday.
- § 4 Employees who are assigned to work in the role of the charge person will be paid charge pay of \$1.25 per hour. Charge assignments will be distributed equitably consistent with operational needs.
- § 5 The parties agree to continue the \$1.25/hour preceptor differential for the term of this agreement for those classifications currently receiving such differential, and subject to the terms of the Memoranda of Agreement entered into between the Hospital and the Union regarding preceptors.

Article 33 On-Call, Call-Back Pay**On-Call Pay**

- § 1 Employees may be required to be on on-call status, i.e., to be available by telephone or radio pager during specific, pre-arranged hours outside of the normal work schedules. Employees required to be on-call will be compensated at the rate of \$ 1.50 per hour of the on-call period. Hours spent on on-call status are not hours worked for purposes of computing overtime.
- § 2 Non-exempt employees who report to work after being called in will be paid one and one-half times the regular straight-time rate of pay for a minimum of two (2) hours and regardless of the duration of the assignment one (1) hour for travel time.
- § 3 Exempt employees who report to work after being called in will be paid at the regular, straight-time rate of pay for a minimum of two (2) hours and regardless of the duration of the assignment one (1) hour for travel time. Any time so paid is excluded from the week's total hours for purposes of the overtime provisions for exempt employees.
- § 4 Employees on-call who report to work after being called in will receive the shift differential applicable to that shift when the call assignment is at least four hours in duration.
- § 5 Employees will not be scheduled for night call following a scheduled 12 hour shift unless mutually agreed between the employee and his/her supervisor.
- § 6 If an on-call assignment results in an employee working 15.5 consecutive hours, he/she will be offered his/her next shift off if that shift is on the following day, whenever possible.
- § 7 If the on-call assignment is completed eight (8) hours or more prior to the next scheduled on-duty time, employees are expected to report for work at their regularly assigned time. If the on-call assignment is completed within eight (8) hours of the employee's next scheduled work starting time, employees may report to work at their regularly scheduled time or report to work no later than eight (8) hours after the on-call assignment was completed. The employee is responsible for notifying his/her supervisor of the option

chosen before leaving at the conclusion of the on-call assignment.

- § 8 Departments/units may continue voluntary on-call practices.
- § 9 On-call requirements will be equitably distributed among department/unit employees with the requisite experience and qualifications.

Call-Back Pay

- § 10 Employees not on on-call status who are off duty and are called back to the Hospital shall be compensated as follows:

For the time spent in such work at the Hospital, employees will be paid one and one-half times the regular, straight-time rate of pay for a minimum of three (3) hours and regardless of the duration of the assignment one (1) hour for travel time.

However, in situations where the time between the end of the normally scheduled work assignment and the actual start of the call-back work is less than 30 minutes, the intervening period will be counted as normal time worked.

Employees who are called back will receive the shift differential applicable to that shift when the call-back assignment is at least four hours in duration.

- § 11 Any employees in *per diem*, variable hours or exempt positions are excluded from this provision

Voluntary On-Call

- § 12 Voluntary on-call programs will be in effect for the Respiratory Care Department, Diagnostic Imaging Department (including Diagnostic Radiology, Mammography, CT Scan, Interventional Radiology, Nuclear Medicine, Ultrasound, and MRI), Emergency Department, and all other inpatient nursing units.
- § 13 The voluntary on-call programs will operate in accordance with sections 1,2,3,4 and 9 above. Sections 5,6,7,8,10 and 11 above do not apply to voluntary on-call. For the hours covered by the operation of the on-call program, sections 5 and 6 of Article 31 do not apply.

§14 Qualified employees on closed units may participate in the on-call programs of open units by agreeing to float to those units to cover on-call assignments.

§15 Employees are not eligible for pay for travel time if notified while on Hospital property.

Article 34 Inclement Weather

§ 1 In cases of severe storms, the Hospital may declare an inclement weather day. On such days, employees who report to work within one hour of their scheduled starting time will be paid for time worked as if they had reported at their scheduled starting time.

§ 2 It is the policy of the Hospital that all employees are expected to report to work during inclement weather and work their scheduled shift. However, specific employees may be called at home before the start of their shift and instructed not to report for duty. In such instances, these employees will be paid for their scheduled shift.

§ 3 Employees may be relieved of duty by their supervisor after they have reported for work. In such instances, employees will be paid for their scheduled shift.

Article 35 Employee Assistance Program

§ 1 The Hospital and the Union jointly recognize that alcoholism and other drug addictions, emotional and behavior-related problems, marital and family conflicts, as well as other major personal or health problems can adversely affect a person's job performance, jeopardize career progress, quality of patient care, productivity and the individual's health and personal well-being.

§ 2 It is also recognized that it is for the best interests of the employee, the Hospital and the Union, that when an unresolved life problem does affect job performance, the parties intend to encourage and motivate that employee to seek professional help.

§ 3 In accordance with the foregoing, the Hospital, at its expense, will continue to provide the Employee Assistance Program currently in effect or a substantially equivalent program.

Article 36 Professional Development and Tuition Assistance Programs

§ 1 Full-time employees are eligible for tuition reimbursement from date of employment, provided they maintain full-time status and remain actively employed for the duration of the school term for which assistance is requested. Reimbursement will be provided for 100% of tuition costs, up to a maximum of \$2,500 per calendar year.

§ 2 Part-time employees with regularly scheduled weekly hours of 20 or more but less than 40 are eligible for pro-rated assistance after six months of active employment for course(s) beginning on or after the eligibility date, provided they maintain part-time status of at least 20 regularly scheduled weekly hours and remain actively employed for the duration of the school term for which assistance is requested. Reimbursement of tuition costs will be provided in percentages and up to maximums that are both prorated to the employees regularly scheduled weekly hours. (Example: at 30 hours, the reimbursement will be 75% [3/4 of 100%] of tuition costs, up to a maximum of 1,875 [3/4 of 2,500] per calendar year.) Any changes to the employees regularly scheduled weekly hours between 20 and 40 result in benefits prorated to the lowest hours in effect during the school term, provided the other eligibility requirements for part-time employees are met.

§ 3 Employees eligible for tuition assistance who are laid off will continue to receive that assistance through the conclusion of the course/semester for which they were eligible.

§ 4 Tuition costs (including related required fees) for the following courses are eligible for reimbursement:

Credit and non-credit, required and elective courses as part of or prerequisite(s) for an Associate or Baccalaureate degree program at accredited universities, colleges and schools.

Correspondence courses, only if comparable classroom instruction is not available and if the employee can demonstrate the institution meets satisfactory education standards.

Non-degree courses, graduate school courses and courses taken to attain a certificate or license when offered by accredited universities, colleges and schools, provided they relate directly to the employees current job and/or occupation or relate to another position at the Hospital to which, in management's judgment, the employee may reasonably aspire.

Effective July 1, 2000, courses associated with attainment of certification or registration from a nationally recognized professional organization, including preparatory courses and exam fees, provided they relate to the employee's current job and/or they relate to another position at the Hospital to which, in management's judgment, the employee may reasonably aspire.

§ 5 Types of courses, programs and costs that do not qualify for reimbursement include but are not limited to:

- Seminars, conferences, lectures and audited courses, except as provided in Section 6 below.
- Non-degree or graduate degree courses or programs that are unrelated to the employee's current job or other reasonably attainable Hospital jobs.
- Any course of study where evidence of a passing grade is lacking.
- Any tuition costs subject to reimbursement under any other program or subsidy, such as a scholarship, fellowship, grant or the G.I. Bill, except that reimbursement for that portion of the tuition costs not covered by other sources of aid will be considered.
- Non-required fees and charges for any books, equipment or supplies.

§ 6 All employees with one years seniority or more shall be eligible for reimbursement for 100% of conference fee costs, to a maximum of \$500 per calendar year, provided the employee provides written verification and the conference qualifies for Continuing Education Units. It is understood that time off for attendance at conferences shall be with advance supervisory approval consistent with operational needs.

§ 7 Application for educational aid should be made at or before the time of course enrollment

and no later than 90 days after the end of the school term. Copies of the official grade report with a passing grade and tuition receipt must be submitted with the application.

§ 8 Tuition Remission

a) Effective July 1, 2003, newly licensed persons, and other persons/positions for which the parties have mutually agreed, who are hired on or after May 1, 2003, who are employed in positions for which licensure is required, whose first positions after licensure are with the Hospital, including Hospital employees who become newly licensed, and who work in positions requiring that license, are eligible to receive tuition remission conditioned on their fulfilling their work commitments set forth in (c).

b) The tuition remission benefit is as follows for full-time employees:

Regular Day Shift/Rotators – 100% up to a maximum of \$1,250 per work commitment

Regular Evening Shift – 100% up to a maximum of \$2,500 per work commitment

Regular Night Shift – 100% up to a maximum of \$3,500 per work commitment

The tuition remission benefit shall also be available to part-time employees who are regularly scheduled to work at least twenty (20) hours per week. Their pro-rated benefit shall be determined by dividing the number of hours per week which they are regularly scheduled to work by 40 and multiplying the result by the amounts shown above.

c) To be eligible to receive the tuition remission set forth above, the employee must agree to remain employed by the Hospital in a regularly scheduled position of 20 hours or more for a period of two (2) years. Half of the annual tuition remission set forth in (b) above will be paid at the end of the employee's first year of fulfilling their work commitment, and the other half will be paid at the conclusion of the employee's second year of having fulfilled their work commitment.

d) An employee who participates in this program is eligible to continue receiving tuition remission for each year of previously paid tuition for additional two (2) year periods, provided the employee remains employed with the Hospital, fulfills the above work commitment, and is otherwise eligible as set forth above. This benefit shall be subject to

a maximum of four (4) years of previously paid tuition (i.e., four (4) two-year periods of tuition remission.

- e) Tuition remission shall not be offered to employees hired after expiration of the 2003 agreement.

§9 Training & Education Fund

- a) The Union and the Hospital shall establish a joint labor-management (Taft-Hartley) training and education fund for the purpose of providing job training and/or continuing education programs to benefit RI Hospital and its employees. The Fund shall be jointly administered by an equal number of Union and Hospital trustees.
- b) The Hospital shall make available an employee of the Department of Organizational Effectiveness and Learning Services to work approximately twenty (20) hours per week under the direction of Fund trustees for the purpose of seeking public and private funding for training and education programs.
- c) Upon attainment of public and/or private funding for training and education programs in the amount of \$75,000, the Hospital shall contribute \$75,000 per year to the Fund for the purpose of funding the cost of a Fund Director.

Article 37 Flexible Benefits Program

- § 1 The Hospital shall continue to offer full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week the opportunity to participate in the Rhode Island Hospital Flexible Benefits Program or its equivalent. The Hospital has the right to revise and/or replace this plan provided the coverage is substantially equivalent.
- § 2 The Hospital shall offer long-term care insurance, legal insurance and HIV insurance as they may be amended from time to time with the full premium paid by the employee.

Article 38 Health Insurance

- §1 The Hospital shall offer full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week the opportunity to participate in Lifespan Blue,

Tufts Health Plan or United HealthCare Plus. The Hospital has the right to revise and/or replace these plans with other plans including point-of-service and managed care plans provided the coverage is substantially equivalent and/or to offer additional new plans. If one or more of the plans offered is no longer available in the marketplace, the Hospital will make a good faith best effort to identify an insurer who is willing to provide a comparable plan with a premium substantially equivalent to the eliminated plan.

- §2 Effective January 1, 2004, employees shall contribute the amounts in effect in the preceding year plus the following percentages of any increase in the total premium cost of whatever premium applies; provided, however, that employee costs for any plan and any level of coverage shall not increase by more than 15% per year. (For example, the current full-time employee monthly contribution rate for Single Plan coverage under Lifespan Blue in 2003 is \$46.93. If 15% of the increased cost for 2004 is greater than \$7.04, the employee's contribution would be set at \$53.97 for 2004.)

Full-time employees (and part-time employees hired before January 1, 1983):

Family Coverage	15%
Dual Coverage	15%
Individual Coverage	15%

Part-time employees:

Family Coverage	30%
Dual Coverage	30%
Individual Coverage	25%

- §3 Effective January 1, 2004, the following changes in co-pays apply to the Lifespan Blue Plan:

- a) Prescription co-pays: \$5.00 (generic); \$20.00 (preferred); \$35.00 (non-preferred)
- b) Emergency Room visit co-pay: \$50.00
- c) Office Visit co-pay: \$15.00

§4 The Hospital offers a self-insured health plan option. The Hospital shall provide to the Union on at least a quarterly basis all relevant information and documentation pertaining to revenues, expenses and any other factors used by the Hospital in setting the annual cost of the plan for employees. The Hospital and the Union shall meet quarterly to review and discuss all such information. No changes shall be made to the benefit plan design of the self-insured health plan option, except as set forth in Section 3 of this Article, without the agreement of the Union, provided that this shall not limit the Hospital's rights to revise or replace a plan as set forth in Section 1 of this Article.

§5 Current contribution rates (Appendix C) shall be maintained through December 31, 2003.

Article 39 Dental Insurance

§ 1 The Hospital shall continue to offer full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week the current Delta Dental Levels I, II, III and IV at coverage categories and employee contribution rates as set forth in Appendix C. The Hospital has the right to revise and/or replace the plan provided the coverage is substantially equivalent.

Article 40 Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance

§ 1 The Hospital will continue to provide full-time and part-time employees with regularly scheduled hours of twenty (20) or more the opportunity to participate in the current life insurance and accidental death and dismemberment plans, as this may be amended, provided the benefits remain substantially equivalent to the benefits as of the date of this Agreement. The Hospital will continue to pay the full cost for life and AD&D insurance coverage, employees will continue to pay the full cost of supplemental and dependent coverage.

Article 41 Long-Term Disability (LTD) Insurance

§ 1 The Hospital shall continue to provide full-time and part-time employees with regularly scheduled hours of twenty (20) or more the opportunity to participate in the current basic and additional long term disability insurance program as it may be amended, provided the benefits remain substantially equivalent to the benefits as of the date of this Agreement.

The Hospital shall continue to pay the full cost of basic LTD coverage. The employees will continue to pay the differential in cost associated with the additional LTD coverage.

Article 42 Retirement Plan and Tax Sheltered Annuity

§ 1 The Hospital shall continue to offer the Lifespan Corporation Retirement Plan, as it may be amended, provided the benefits remain substantially equivalent to the benefits as of the date of this Agreement.

Effective January 1, 2006 for the 2006 Plan Year, the Core Credit that will be applied to Core Credit Accounts shall be as follows:

<u>Years of Core Credit Service</u>	<u>Core Credit Percentage of Compensation</u>
1--5	3.0%
6--10	3.5%
11--15	4.0%
16--20	4.5%
21--25	5.5%
26 and above	6.5%

§2 The Hospital shall continue to offer to employees hired prior to January 1, 1996 the current tax sheltered annuity program through the New England Life Insurance Company and the Prudential Insurance Company, as it may be amended, provided the benefits remain substantially equivalent to the benefits as of the date of this Agreement. The Hospital shall continue to offer the tax sheltered annuity program through TIAA-CREF as it may be amended provided the benefits remain substantially equivalent to the benefits in effect as of the date of this agreement.

§3 Effective January 1, 2004, individuals retiring from active service with the Hospital between the ages of 55 and 65, with at least twenty (20) years of Hospital seniority, will continue to be eligible to participate in the health insurance plans on the same basis as active Hospital employees through age 65, provided that to be eligible they must have completed fifteen (15) or more years of continuous service at the Hospital as of December 31, 2003. Employees who have not completed fifteen (15) or more years of

continuous service at the Hospital as of December 31, 2003 are not eligible to participate in the health insurance plans upon retirement. Individuals retiring from active service with the Hospital between the ages of 55 and 65, with at least twenty (20) years of Hospital seniority, will be eligible for life insurance in the amount of \$1,000 fully paid by the Hospital for life.

Article 43 Affiliations, Mergers, Consolidations, Future Facilities & Bargaining Unit Work

§ 1 The Hospital and the Union adopt and incorporate herein in its entirety the Master Agreement in effect between Lifespan Corporation and FNHP locals effective July 1, 1997.

Article 44 Per Diem Employees

§ 1 *Per diem* employees do not have regularly scheduled hours. The basic work day and work shifts for *per diem* employees are the same as for regular full-time and part-time employees. To the extent possible and in accordance with Section 13 below, *per diem* hours will be distributed equitably.

§ 2 *Per diem* employees shall not be placed on a schedule until all regularly scheduled employees' hours have been scheduled. *Per diem* employees cannot be removed from the schedule in favor of a regularly scheduled employee. Furthermore, once a *per diem* employee is placed on a schedule, he/she may not remove themselves from the schedule without the approval of their supervisor, in which case, he/she will be credited with having met his/her obligation.

§ 3 *Per diem* employees will be called off after employees having regularly scheduled hours have first been given that opportunity, provided there are sufficient, qualified employees remaining to perform the available work.

§ 4 *Per diem* employees who are offered the opportunity but who fail to meet their work obligations for a period of sixty days may be terminated and will lose all previously accrued seniority. *Per diem* employees who do not work for four consecutive months or more for any reason may be terminated and will lose all previously accrued seniority.

§ 5 If there is a need to float an employee off a unit, *per diem* employees shall be floated before other employees on the unit, provided sufficient, qualified employees remain on the unit.

§ 6 *Per diem* employees will not be required to work mandatory overtime.

§ 7 *Per diem* weekend obligations may be met on mid-day Friday, Saturday or Sunday as determined by individual departments.

Per Diem A

§ 8 *Per Diem A* employees must be available to work at least 24 hours every four weeks. Individual departments may require *Per Diem A* employees to work some or all of their hours on weekends.

§ 9 *Per Diem A* employees may be required to work one holiday each year, which may be Thanksgiving, Christmas or New Year's. *Per Diem A* employees who are hired by the Hospital on or after January 1, 2002, may be required to work two holidays each year, one of which may be Thanksgiving, Christmas, or New Year's.

Per Diem B

§ 10 *Per Diem B* employees must be available to work 32 hours per week, including one weekend per four week schedule. *Per Diem B* positions in nursing departments shall be either "float pool" or "unit-based", and shall be required to meet their 32 hour per week commitment on the evening or night shift only, at the discretion of the department. *Per Diem B* positions in other departments may be required to fulfill their 32 hour per week commitment on any shift, as needed.

§ 11 *Per Diem B* employees shall be required to work one winter holiday and one summer holiday per year.

§ 12 *Per Diem B* employees are paid an all-inclusive hourly rate and shall not be paid shift or weekend differentials, special premiums or bonuses for hours worked. Overtime pay does apply to hours worked which qualify for overtime pay.

- § 13 Employees who are newly hired into Per Diem B positions must remain in the position for one year. Employees who transfer into Per Diem B positions must remain in the position for at least six months, before being eligible for transfer back to a regularly scheduled position, except that an employee who transferred into Per Diem B from Per Diem A may not transfer back to Per Diem A for a period of one year.
- § 14 It is recognized that per diem hours are not guaranteed, and that the Hospital can determine the number of Per Diems (A or B) to be utilized in the departments based on operational needs. In each cost center that employs *Per Diem A* and *Per Diem B* employees, available hours will be equitably distributed by the manager among *Per Diem A* and *Per Diem B* employees to accommodate the work requirements of Per Diem A and Per Diem B set forth in this Agreement. Provided, however, that *Per Diem A* employees will not be assigned more than 24 hours per four week period, until *Per Diem B* employees have been assigned 32 per week per four week period, at which point *Per Diem A* employees shall have preference for any remaining hours, which shall be equitably distributed.
- § 15 *Per Diem B* employees may take up to three weeks off without pay per calendar year. Requests for such time off shall be scheduled in accordance with Article 29, Sections 12 and 13.
- § 16 Disputes between *per diem* employees over holiday scheduling will be resolved on the basis of seniority.

Article 45 Staffing & Quality Committees

- § 1 The Hospital and the Union strongly support the proposition that adequate staffing is necessary to meet the needs of our patients and provide quality patient care. As part of this objective, the parties agree to develop a Staffing & Quality Committee (SQC) for 1) outpatient adult services, 2) outpatient pediatric services, 3) in-patient general surgical care, 4) in-patient general medical care, 5) the Emergency Department, 6) in-patient pediatrics, 7) adult in-patient critical care, 8) surgical services, 9) respiratory, 10) laboratories, 11) diagnostic imaging / radiation therapy. Additional SQCs shall be established with the mutual consent of both the Hospital and the Union. It is understood

and agreed that SQCs will be piloted in Hasbro Children's 4, Jane Brown N-3, and General Radiology. Each SQC shall consist of an equal number of representatives appointed by the Union and the Hospital. It is expected that the Committee size will be based on unit size/patient volume, and shall generally not exceed six representatives, if appropriate. Bargaining unit SQC members shall be paid their regular hourly rate for attendance at SQC meetings, the frequency and duration of which shall be determined by the Committee.

- § 1(a) The parties to this Agreement recognize the need for and continuation of a SQC Steering Committee. The Steering Committee shall consist of an equal number of representatives appointed by the Union and the Hospital, unless otherwise agreed to by mutual consent. The purpose of the Steering Committee will be to review the work of the SQCs on a scheduled basis, manage barriers that inhibit the SQCs effectiveness, serve as a mechanism and forum for organizational learning, prioritize and allocate resources for the SQCs, and facilitate communication and coordination between units. The Steering Committee will assist in the development of hospital Key Performance Indicators (KPIs) that will then guide the development of SQC KPIs. Members of the Steering Committee will serve as a facilitator and a resource to the established SQCs.
- § 2 The purpose of each SQC shall be to review, revise, and/or recommend "core" staffing levels, i.e. the number and type of staff that shall ordinarily be assigned on each shift, as well as to develop recommendations for variable staffing. Among the factors that shall be considered by the SQC shall be census, length of stay, patient needs, acuity, safety, licensure requirements, skill mix and experience, job descriptions, workloads, overtime patterns, and available resources. The SQC shall be further guided by applicable laws, regulations, and/or professional organization standards. The SQCs will report back to the Steering Committee their recommendations and findings. The SQCs are expected to develop work plans with specific actions, outcomes and timelines as well as unit KPIs and review the work plans and KPIs with the Steering Committee before final adoption..
- § 3 Each SQC shall have access to relevant information, such as, by way of example, budgeted and actual daily census, length of stay, and acuity; hours worked; voluntary and

mandatory overtime, vacation, sick, and leave hours.

- § 4 Compliance with this Article shall be enforceable through contractual grievance and arbitration procedures; however, Hospital decisions regarding staffing and/or budgets shall not be grievable or arbitrable based upon this Article.
- § 5 At time of establishment, members of the Steering Committee and members of the SQC shall receive eight (8) hours of training, which shall be provided by a trainer(s) mutually agreed upon by the Union and the Hospital. Employees shall be paid their regular hourly rate of pay for time spent in such training. The training will consist of mutually agreed upon content which supports the mission of the SQCs as outlined in this Article.

Article 46 Entire Agreement

- § 1 The Hospital has bargained collectively with the Union and set forth the agreements reached in this Agreement with respect to wages, hours and all other conditions of employment for all of the employees in the bargaining unit set forth herein. Prior to the execution of this Agreement, each of the parties made proposals or had the opportunity to make proposals concerning every subject which is legally the subject of collective bargaining.
- § 2 The Hospital and the Union for the length of this Agreement each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which was or legally could have been discussed during the negotiations which preceded the execution of this Agreement.
- § 3 It is further agreed that this Agreement may not and shall not be added to, subtracted from, altered, amended or modified in any respect except by a document in writing signed on behalf of the parties hereto and their duly authorized officers and representatives.

Article 47 Separability

- § 1 In the event that any provision of this Agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction or through a final decree of a

government, federal, state or local body, such decision shall not invalidate the entire agreement; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any provisions to this Agreement which have been invalidated shall be the subject of negotiations within a thirty-day period.

Article 48 Printing of Agreement

- § 1 The parties will share equally the cost of printing this Agreement. The number of copies printed shall be sufficient to provide a copy to each employee and each supervisor and manager with responsibility for employees and a reasonable number of additional copies for newly-hired employees and other appropriate purposes.

Article 49 Duration

- § 1 This Agreement shall become effective on July 1, 2003 and shall remain in full force and effect through June 30, 2006. Either party desiring changes or amendments of this Agreement prior to the expiration of same shall give the other party notice in writing not less than ninety (90) days immediately prior to the expiration of this Agreement or any extension thereof specifying that changes or amendments are desired; otherwise the Agreement renews itself for yearly periods without change.

Appendix A Quality Initiatives Memorandum of Agreement

- § 1 The Union and the Hospital recognize that changes in the health care delivery system have and will continue to occur, while recognizing the common goal of providing safe quality patient care. The parties also recognize that employees have a right and responsibility to participate in decisions affecting delivery of care and related terms and conditions of employment. Both parties have a mutual interest in developing a Patient Care Model and other such work redesign initiatives which will provide quality care on a cost efficient basis.
- § 2 The parties have established the following mechanism for the negotiation and good faith consideration of these issues. It is the intent and desire of the parties that mutual agreement on changes in the system for delivery of care can be reached.

- § 3 Joint Labor-Management Committees will be formed composed of five nurse staff selected by the Union and five managers selected by the Hospital.
- § 4 An additional committee shall be formed composed of five technical bargaining unit staff selected by the Union and five managers selected by the Hospital.
- § 5 Time spent during committee meetings shall be paid at the employee's regular straight-time rate of pay.
- § 6 The committee may decide to engage the services of a facilitator. If such a decision is made, it must be authorized by a majority vote of the full committee.
- § 7 The parties agree that full information and resources are essential for the effective functioning of the committees. The parties may agree to add additional personnel to these meetings.
- § 8 If the Hospital is considering a change affecting job responsibilities, the Hospital shall provide the Union with at least 60 days notice of the intention to implement such changes. There shall be full discussion with the Joint Labor/Management Committee and all relevant information shall be provided.
- § 9 Any implementation of changes shall not interfere with the existing collective bargaining agreement. Employment security shall be a specific goal. No member of the bargaining unit shall be terminated or laid off as a result of the implementation of the Patient Care Model or other such work redesign initiatives. Layoffs resulting from reduced census, reduced bed capacity or curtailment of services shall be in accordance with Article 19 of this Agreement.
- § 10 Should the Hospital and the Union disagree as to the rate of pay for any new or redefined job as a result of these changes, the Hospital may implement the rate on an interim basis and the question of the final appropriate rate may be submitted directly to Step 3 of the contractual grievance/arbitration procedures.

Appendix B Memorandum of Understanding

The Hospital and the Union agree that the following understandings are incorporated in the collective bargaining contract (RN or Technical Unit as appropriate) between the Hospital and the Union.

Professional Nurse II

- § 1 The Hospital and the Union agree to form a joint committee made up of six members. The Vice President of Patient Services shall select three representatives from nursing administration and the President of the Union shall select three members. The purpose of the Committee shall be to review the criteria and the application of the criteria for Professional Nurse II status. Changes shall be made based upon a majority vote of the committee.

LPN

- § 2 On units where RNs and LPNs work together, educational offerings shall be open to both RNs and LPNs.

Rotation Grandfathering

- § 3 Those employees hired prior to December 31, 1964, with the understanding that they will not be required to rotate, will continue to have benefit of that understanding.

Fitness Center

- § 4 The Hospital will continue to offer access to its fitness center on the same basis as offered to all other Hospital employees.

Day Care Center

- § 5 The Hospital will continue to offer access to the Hospital Guild Day Care Center on the same basis as offered to all other Hospital employees.

Parking

- § 6 The Hospital shall continue the current practice of offering free parking to Hospital employees subject to reasonable regulation, location, etc.

Bonus/Incentive

- § 7 The Hospital will continue the current pediatric transport bonus, the PNI to PNII advancement bonus, and the 25 year recognition bonus.

Radiology Advanced Positions

- § 8 Effective on or before June 30, 1997, the Hospital, after discussion with the Union, will develop advanced positions (4% increase) of Radiologic Technologist II, Special Procedures Technologist II, CT Scan Technologist II, Ultrasound Technologist II and Nuclear Medicine Technologist II consistent with the methodology used for advancement from PNI to PNII.

Pediatric Novice Float

- § 9 The current practice of employing newly graduated Registered Nurses for up to one year maximum in a pediatric float program shall continue except that for the purpose of benefits eligibility employees will be considered to be regularly working 24 hours per week, but may be scheduled, at the sole discretion of the Hospital, to work between 8 and 32 hours each week. Such employees, regardless of the hours actually worked, shall be eligible for benefits as regular part-time employees.

Project HOPE

- § 10 The Hospital and the Union agree to work together in a positive way to design, implement, and maintain a cost-effective and comprehensive health plan to be offered to employees.

Biomedical Equipment Technician

- § 11 The parties agree that employees in the job of Biomedical Equipment Technician will not be laid off as the result of subcontracting.

Appendix C 2003 Employee Health and Dental Contribution Rates

Plan Name	Full-Time		Part-Time		
	Monthly Full Group Rate	Weekly Employee Cost	Bi-weekly Employee Cost	Weekly Employee Cost	Bi-weekly Employee Cost
<u>Lifespan Blue</u>					
Individual	\$397.94	\$10.83	\$21.66	\$18.05	\$ 36.10
Dual	\$790.80	\$21.50	\$43.00	\$43.02	\$ 86.04
Family	\$953.53	\$25.94	\$51.88	\$51.88	\$103.76
<u>United Health Plan Plus</u>					
Individual	\$ 390.12	\$12.08	\$24.16	\$20.13	\$ 40.26
Dual	\$ 845.24	\$26.16	\$52.32	\$52.34	\$104.68
Family	\$1,028.82	\$31.86	\$63.72	\$63.71	\$127.42
<u>Tufts Health Plan</u>					
Individual	\$406.22	\$11.84	\$23.68	\$19.74	\$ 39.48
Dual	\$808.38	\$23.55	\$47.10	\$47.10	\$ 94.20
Family	\$974.83	\$28.42	\$56.84	\$56.84	\$113.68
<u>Delta Dental – Plan A</u>					
Individual		\$.43	\$.85	\$1.28	\$ 2.56
Dual		\$3.22	\$ 6.45	\$4.03	\$ 8.06
Family		\$5.13	\$10.26	\$6.41	\$12.82
<u>Delta Dental – Plan B</u>					
Individual		\$ 1.65	\$ 3.29	\$ 2.50	\$ 5.00
Dual		\$ 5.54	\$11.08	\$ 6.35	\$12.69
Family		\$10.77	\$21.54	\$12.05	\$24.11

Full-time rates apply to all employees with regularly scheduled hours of 20 or more per week hired before January 1, 1983, and full-time employees working 35 or more regularly scheduled hours per week.

Part-time rates apply to employees with regularly scheduled hours between 20 and 34.9 per week hired on or after January 1, 1983.

Appendix D Wage Scale

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 18.80	\$ 19.57	\$ 20.34	\$ 21.13	\$ 21.94	\$ 22.79
7/1/2004	\$ 19.36	\$ 20.16	\$ 20.95	\$ 21.77	\$ 22.60	\$ 23.49
7/1/2005	\$ 20.04	\$ 20.87	\$ 21.69	\$ 22.53	\$ 23.39	\$ 24.30

Unit Teacher, Burn Nurse Coordinator

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 22.07	\$ 22.82	\$ 23.59	\$ 24.39	\$ 25.22	\$ 26.07
7/1/2004	\$ 22.74	\$ 23.50	\$ 24.30	\$ 25.12	\$ 25.97	\$ 26.86
7/1/2005	\$ 23.53	\$ 24.33	\$ 25.15	\$ 26.00	\$ 26.88	\$ 27.80

Case Manager

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 24.07	\$ 24.88	\$ 25.73	\$ 26.60	\$ 27.51	\$ 28.44
7/1/2004	\$ 24.79	\$ 25.63	\$ 26.50	\$ 27.40	\$ 28.33	\$ 29.30
7/1/2005	\$ 25.66	\$ 26.53	\$ 27.43	\$ 28.36	\$ 29.32	\$ 30.32

Clinical Educator, Clinical Nurse Specialist, ECMO Coord, Clinical Transplant Coordinator

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 24.30	\$ 25.13	\$ 25.98	\$ 26.86	\$ 27.77	\$ 28.72
7/1/2004	\$ 25.03	\$ 25.88	\$ 26.76	\$ 27.67	\$ 28.61	\$ 29.58
7/1/2005	\$ 25.91	\$ 26.79	\$ 27.69	\$ 28.64	\$ 29.61	\$ 30.62

Respiratory Care Practitioner, Pulmonary Function Technologist, Cardiovascular Technologist

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 16.30	\$ 16.87	\$ 17.46	\$ 18.08	\$ 18.71	\$ 19.36
7/1/2004	\$ 16.79	\$ 17.38	\$ 17.99	\$ 18.62	\$ 19.27	\$ 19.94
7/1/2005	\$ 17.38	\$ 17.99	\$ 18.62	\$ 19.27	\$ 19.94	\$ 20.64

Radiologic Technologist, Diagnostic Radiologic Technologist

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 18.81	\$ 19.47	\$ 20.15	\$ 20.86	\$ 21.59	\$ 22.34
7/1/2004	\$ 19.37	\$ 20.05	\$ 20.75	\$ 21.48	\$ 22.24	\$ 23.01
7/1/2005	\$ 20.05	\$ 20.75	\$ 21.48	\$ 22.24	\$ 23.02	\$ 23.82

MRI Technologist

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 21.64	\$ 22.40	\$ 23.18	\$ 24.00	\$ 24.85	\$ 25.71
7/1/2004	\$ 22.29	\$ 23.07	\$ 23.88	\$ 24.72	\$ 25.59	\$ 26.49
7/1/2005	\$ 23.07	\$ 23.88	\$ 24.72	\$ 25.59	\$ 26.49	\$ 27.41

Nuclear Medicine Technologist

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 25.46	\$ 26.34	\$ 27.26	\$ 28.23	\$ 29.22	\$ 30.24
7/1/2004	\$ 26.22	\$ 27.13	\$ 28.06	\$ 29.07	\$ 30.09	\$ 31.15
7/1/2005	\$ 27.14	\$ 28.08	\$ 29.05	\$ 30.09	\$ 31.15	\$ 32.24

Nuclear Medicine Technologist II

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 26.47	\$ 27.40	\$ 28.36	\$ 29.35	\$ 30.38	\$ 31.44
7/1/2004	\$ 27.26	\$ 28.22	\$ 29.21	\$ 30.23	\$ 31.29	\$ 32.39
7/1/2005	\$ 28.22	\$ 29.21	\$ 30.23	\$ 31.29	\$ 32.38	\$ 33.52

Ultrasound Technologist, Cardiac Ultrasound Technologist

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 20.99	\$ 21.73	\$ 22.49	\$ 23.27	\$ 24.09	\$ 24.94
7/1/2004	\$ 21.62	\$ 22.38	\$ 23.16	\$ 23.97	\$ 24.81	\$ 25.69
7/1/2005	\$ 22.38	\$ 23.16	\$ 23.97	\$ 24.81	\$ 25.68	\$ 26.58

Ultrasound Technologist II

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 21.83	\$ 22.60	\$ 23.39	\$ 24.21	\$ 25.06	\$ 25.94
7/1/2004	\$ 22.48	\$ 23.28	\$ 24.09	\$ 24.94	\$ 25.81	\$ 26.72
7/1/2005	\$ 23.27	\$ 24.09	\$ 24.93	\$ 25.81	\$ 26.72	\$ 27.65

Interventional Radiologic Technologist, Mammography Technologist

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 19.99	\$ 20.69	\$ 21.42	\$ 22.16	\$ 22.94	\$ 23.75
7/1/2004	\$ 20.59	\$ 21.31	\$ 22.06	\$ 22.83	\$ 23.63	\$ 24.46
7/1/2005	\$ 21.31	\$ 22.06	\$ 22.83	\$ 23.63	\$ 24.46	\$ 25.32

Interventional Radiologic Technologist II, Mammography Technologist II, Ophthalmic Photographer

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 20.79	\$ 21.52	\$ 22.27	\$ 23.06	\$ 23.87	\$ 24.70
7/1/2004	\$ 21.41	\$ 22.17	\$ 22.94	\$ 23.75	\$ 24.58	\$ 25.45
7/1/2005	\$ 22.16	\$ 22.94	\$ 23.75	\$ 24.58	\$ 25.44	\$ 26.34

CT Scan Technologist, Radiology QA/Research Technologist, Radiology Equipment Specialist

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 21.30	\$ 22.05	\$ 22.82	\$ 23.63	\$ 24.45	\$ 25.31
7/1/2004	\$ 21.94	\$ 22.71	\$ 23.51	\$ 24.34	\$ 25.19	\$ 26.07
7/1/2005	\$ 22.70	\$ 23.51	\$ 24.33	\$ 25.19	\$ 26.07	\$ 26.98

CT Scan Technologist II

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 22.15	\$ 22.93	\$ 23.73	\$ 24.56	\$ 25.41	\$ 26.30
7/1/2004	\$ 22.82	\$ 23.62	\$ 24.44	\$ 25.29	\$ 26.18	\$ 27.09
7/1/2005	\$ 23.62	\$ 24.44	\$ 25.30	\$ 26.18	\$ 27.09	\$ 28.04

Surgical Technician

	Longevity Steps *					
	6 Mo	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2003	\$ 14.06	\$ 14.55	\$ 15.05	\$ 15.58	\$ 16.13	\$ 16.69
7/1/2004	\$ 14.48	\$ 14.98	\$ 15.50	\$ 16.05	\$ 16.61	\$ 17.19
7/1/2005	\$ 14.98	\$ 15.51	\$ 16.05	\$ 16.61	\$ 17.19	\$ 17.79

EEG Technologist A

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 14.42	\$ 14.92	\$ 15.44	\$ 15.98	\$ 16.54	\$ 17.12	\$ 17.72	\$ 18.34	\$ 18.98	\$ 19.65	\$ 20.83	\$ 21.66	\$ 22.53	\$ 24.33
7/1/2004	\$ 14.85	\$ 15.37	\$ 15.91	\$ 16.46	\$ 17.04	\$ 17.64	\$ 18.25	\$ 18.89	\$ 19.55	\$ 20.24	\$ 21.45	\$ 22.31	\$ 23.20	\$ 25.06
7/1/2005	\$ 15.37	\$ 15.91	\$ 16.46	\$ 17.04	\$ 17.64	\$ 18.25	\$ 18.89	\$ 19.55	\$ 20.24	\$ 20.95	\$ 22.20	\$ 23.09	\$ 24.01	\$ 25.94

EEG Technologist Intraoperative

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 14.87	\$ 15.39	\$ 15.93	\$ 16.49	\$ 17.07	\$ 17.66	\$ 18.28	\$ 18.92	\$ 19.59	\$ 20.27	\$ 21.49	\$ 22.35	\$ 23.24	\$ 25.10
7/1/2004	\$ 15.32	\$ 15.86	\$ 16.41	\$ 16.98	\$ 17.58	\$ 18.19	\$ 18.83	\$ 19.49	\$ 20.17	\$ 20.88	\$ 22.13	\$ 23.02	\$ 23.94	\$ 25.85
7/1/2005	\$ 15.86	\$ 16.41	\$ 16.98	\$ 17.58	\$ 18.19	\$ 18.83	\$ 19.49	\$ 20.17	\$ 20.88	\$ 21.61	\$ 22.91	\$ 23.82	\$ 24.78	\$ 26.76

BMET II

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 14.86	\$ 15.38	\$ 15.92	\$ 16.47	\$ 17.05	\$ 17.65	\$ 18.26	\$ 18.90	\$ 19.56	\$ 20.74	\$ 21.57	\$ 22.43	\$ 24.22
7/1/2004	\$ 15.30	\$ 15.84	\$ 16.39	\$ 16.97	\$ 17.56	\$ 18.17	\$ 18.81	\$ 19.47	\$ 20.15	\$ 21.36	\$ 22.21	\$ 23.10	\$ 24.95
7/1/2005	\$ 15.84	\$ 16.39	\$ 16.97	\$ 17.56	\$ 18.17	\$ 18.81	\$ 19.47	\$ 20.15	\$ 20.86	\$ 22.11	\$ 22.99	\$ 23.91	\$ 25.82

BMET III

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 17.31	\$ 17.91	\$ 18.54	\$ 19.19	\$ 19.86	\$ 20.56	\$ 21.28	\$ 22.02	\$ 22.79	\$ 24.16	\$ 25.13	\$ 26.13	\$ 28.22
7/1/2004	\$ 17.83	\$ 18.45	\$ 19.10	\$ 19.77	\$ 20.46	\$ 21.17	\$ 21.91	\$ 22.68	\$ 23.48	\$ 24.88	\$ 25.88	\$ 26.91	\$ 29.07
7/1/2005	\$ 18.45	\$ 19.10	\$ 19.77	\$ 20.46	\$ 21.17	\$ 21.91	\$ 22.68	\$ 23.48	\$ 24.30	\$ 25.75	\$ 26.79	\$ 27.86	\$ 30.09

Cancer Registry Tech Specialist, Cytoprep Technician, Radiation Safety Technician, Histopreparatory Technician, Medical Lab Tech

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 13.18	\$ 13.64	\$ 14.12	\$ 14.61	\$ 15.12	\$ 15.65	\$ 16.20	\$ 16.77	\$ 17.35	\$ 18.40	\$ 19.13	\$ 19.90	\$ 21.49
7/1/2004	\$ 13.58	\$ 14.05	\$ 14.54	\$ 15.05	\$ 15.58	\$ 16.12	\$ 16.69	\$ 17.27	\$ 17.88	\$ 18.95	\$ 19.71	\$ 20.50	\$ 22.13
7/1/2005	\$ 14.05	\$ 14.54	\$ 15.05	\$ 15.58	\$ 16.12	\$ 16.69	\$ 17.27	\$ 17.88	\$ 18.50	\$ 19.61	\$ 20.40	\$ 21.21	\$ 22.91

Cerebrovascular Technician

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 17.59	\$ 18.21	\$ 18.85	\$ 19.51	\$ 20.19	\$ 20.90	\$ 21.63	\$ 22.39	\$ 23.17	\$ 24.56	\$ 25.54	\$ 26.56	\$ 28.69
7/1/2004	\$ 18.12	\$ 18.76	\$ 19.41	\$ 20.09	\$ 20.80	\$ 21.52	\$ 22.28	\$ 23.06	\$ 23.86	\$ 25.30	\$ 26.31	\$ 27.36	\$ 29.55
7/1/2005	\$ 18.76	\$ 19.41	\$ 20.09	\$ 20.80	\$ 21.52	\$ 22.28	\$ 23.06	\$ 23.86	\$ 24.70	\$ 26.18	\$ 27.23	\$ 28.32	\$ 30.58

Clinical Perfusionist I

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 25.50	\$ 26.39	\$ 27.32	\$ 28.27	\$ 29.26	\$ 30.29	\$ 31.35	\$ 32.44	\$ 33.58	\$ 35.59	\$ 37.02	\$ 38.50	\$ 41.58
7/1/2004	\$ 26.27	\$ 27.19	\$ 28.14	\$ 29.12	\$ 30.14	\$ 31.20	\$ 32.29	\$ 33.42	\$ 34.59	\$ 36.66	\$ 38.13	\$ 39.65	\$ 42.83
7/1/2005	\$ 27.19	\$ 28.14	\$ 29.12	\$ 30.14	\$ 31.20	\$ 32.29	\$ 33.42	\$ 34.59	\$ 35.80	\$ 37.95	\$ 39.46	\$ 41.04	\$ 44.33

Clinical Perfusionist II

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 32.07	\$ 33.19	\$ 34.35	\$ 35.56	\$ 36.80	\$ 38.09	\$ 39.42	\$ 40.81	\$ 42.24	\$ 43.72	\$ 46.34	\$ 48.20	\$ 50.12	\$ 54.13
7/1/2004	\$ 33.03	\$ 34.19	\$ 35.38	\$ 36.62	\$ 37.91	\$ 39.23	\$ 40.61	\$ 42.03	\$ 43.50	\$ 45.03	\$ 47.73	\$ 49.64	\$ 51.63	\$ 55.76
7/1/2005	\$ 34.19	\$ 35.38	\$ 36.62	\$ 37.91	\$ 39.23	\$ 40.60	\$ 42.03	\$ 43.50	\$ 45.03	\$ 46.61	\$ 49.40	\$ 51.38	\$ 53.43	\$ 57.71

Electrophysiology Technologist, Polysomnographic Technician

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 13.63	\$ 14.10	\$ 14.60	\$ 15.11	\$ 15.64	\$ 16.18	\$ 16.75	\$ 17.34	\$ 17.94	\$ 19.02	\$ 19.78	\$ 20.57	\$ 22.22
7/1/2004	\$ 14.03	\$ 14.53	\$ 15.03	\$ 15.56	\$ 16.11	\$ 16.67	\$ 17.25	\$ 17.86	\$ 18.48	\$ 19.59	\$ 20.37	\$ 21.19	\$ 22.88
7/1/2005	\$ 14.53	\$ 15.03	\$ 15.56	\$ 16.11	\$ 16.67	\$ 17.25	\$ 17.86	\$ 18.48	\$ 19.13	\$ 20.28	\$ 21.09	\$ 21.93	\$ 23.68

Histotechnologist, Polysomnographic Scoring Specialist

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 14.51	\$ 15.02	\$ 15.56	\$ 16.10	\$ 16.66	\$ 17.24	\$ 17.85	\$ 18.48	\$ 19.14	\$ 20.29	\$ 21.10	\$ 21.94	\$ 23.70
7/1/2004	\$ 14.95	\$ 15.48	\$ 16.02	\$ 16.58	\$ 17.16	\$ 17.76	\$ 18.39	\$ 19.04	\$ 19.71	\$ 20.90	\$ 21.73	\$ 22.60	\$ 24.41
7/1/2005	\$ 15.47	\$ 16.02	\$ 16.58	\$ 17.16	\$ 17.76	\$ 18.38	\$ 19.03	\$ 19.70	\$ 20.40	\$ 21.63	\$ 22.49	\$ 23.39	\$ 25.26

EMT Training Coord, Parent Consult, Respiratory Care Equipment Specialist

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 12.08	\$ 12.50	\$ 12.94	\$ 13.39	\$ 13.86	\$ 14.34	\$ 14.85	\$ 15.36	\$ 15.90	\$ 16.86	\$ 17.53	\$ 18.23	\$ 19.69
7/1/2004	\$ 12.44	\$ 12.87	\$ 13.32	\$ 13.79	\$ 14.27	\$ 14.77	\$ 15.29	\$ 15.83	\$ 16.38	\$ 17.36	\$ 18.06	\$ 18.78	\$ 20.28
7/1/2005	\$ 12.87	\$ 13.32	\$ 13.79	\$ 14.27	\$ 14.77	\$ 15.29	\$ 15.83	\$ 16.38	\$ 16.95	\$ 17.97	\$ 18.69	\$ 19.44	\$ 20.99

Library Technician

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 9.46	\$ 9.79	\$ 10.13	\$ 10.48	\$ 10.85	\$ 11.23	\$ 11.62	\$ 12.03	\$ 12.45	\$ 13.20	\$ 13.73	\$ 14.27	\$ 15.42
7/1/2004	\$ 9.74	\$ 10.08	\$ 10.43	\$ 10.80	\$ 11.18	\$ 11.57	\$ 11.97	\$ 12.39	\$ 12.82	\$ 13.59	\$ 14.14	\$ 14.70	\$ 15.88
7/1/2005	\$ 10.08	\$ 10.43	\$ 10.80	\$ 11.18	\$ 11.57	\$ 11.97	\$ 12.39	\$ 12.82	\$ 13.27	\$ 14.07	\$ 14.63	\$ 15.22	\$ 16.44

LPN-A

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 12.91	\$ 13.36	\$ 13.83	\$ 14.31	\$ 14.81	\$ 15.33	\$ 15.87	\$ 16.42	\$ 17.00	\$ 18.02	\$ 18.74	\$ 19.49	\$ 21.37
7/1/2004	\$ 13.30	\$ 13.76	\$ 14.24	\$ 14.74	\$ 15.26	\$ 15.79	\$ 16.34	\$ 16.92	\$ 17.51	\$ 18.56	\$ 19.30	\$ 20.07	\$ 21.68
7/1/2005	\$ 13.76	\$ 14.24	\$ 14.74	\$ 15.26	\$ 15.79	\$ 16.34	\$ 16.92	\$ 17.51	\$ 18.12	\$ 19.21	\$ 19.98	\$ 20.78	\$ 22.33

LPN-B

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 13.58	\$ 14.05	\$ 14.54	\$ 15.05	\$ 15.58	\$ 16.12	\$ 16.69	\$ 17.27	\$ 17.86	\$ 18.95	\$ 19.71	\$ 20.50	\$ 23.32
7/1/2004	\$ 13.98	\$ 14.47	\$ 14.98	\$ 15.50	\$ 16.05	\$ 16.61	\$ 17.19	\$ 17.79	\$ 18.41	\$ 19.52	\$ 20.30	\$ 21.11	\$ 23.55
7/1/2005	\$ 14.47	\$ 14.98	\$ 15.50	\$ 16.05	\$ 16.61	\$ 17.19	\$ 17.79	\$ 18.41	\$ 19.06	\$ 20.20	\$ 21.01	\$ 21.85	\$ 23.78

Mental Health Worker, QA Data Analyst

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 11.67	\$ 12.08	\$ 12.50	\$ 12.94	\$ 13.40	\$ 13.86	\$ 14.35	\$ 14.85	\$ 15.37	\$ 16.29	\$ 16.95	\$ 17.62	\$ 19.03
7/1/2004	\$ 12.02	\$ 12.44	\$ 12.88	\$ 13.33	\$ 13.80	\$ 14.28	\$ 14.78	\$ 15.30	\$ 15.83	\$ 16.78	\$ 17.45	\$ 18.15	\$ 19.60
7/1/2005	\$ 12.44	\$ 12.88	\$ 13.33	\$ 13.80	\$ 14.28	\$ 14.78	\$ 15.30	\$ 15.83	\$ 16.39	\$ 17.37	\$ 18.06	\$ 18.79	\$ 20.29

OT Assistant, PT Assistant

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 15.09	\$ 15.62	\$ 16.17	\$ 16.73	\$ 17.32	\$ 17.92	\$ 18.55	\$ 19.20	\$ 19.87	\$ 21.06	\$ 21.91	\$ 22.78	\$ 24.60
7/1/2004	\$ 15.54	\$ 16.09	\$ 16.65	\$ 17.23	\$ 17.84	\$ 18.46	\$ 19.11	\$ 19.78	\$ 20.47	\$ 21.70	\$ 22.56	\$ 23.47	\$ 25.34
7/1/2005	\$ 16.09	\$ 16.65	\$ 17.23	\$ 17.84	\$ 18.46	\$ 19.11	\$ 19.78	\$ 20.47	\$ 21.18	\$ 22.45	\$ 23.35	\$ 24.29	\$ 26.23

Radiation Therapist

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	10 Years	15 Years	20 Years	30 Years
7/1/2003	\$ 25.88	\$ 26.79	\$ 27.73	\$ 28.70	\$ 29.70	\$ 30.74	\$ 31.82	\$ 32.93	\$ 34.08	\$ 35.28	\$ 37.39	\$ 38.89	\$ 40.44	\$ 43.68
7/1/2004	\$ 26.66	\$ 27.59	\$ 28.56	\$ 29.56	\$ 30.59	\$ 31.66	\$ 32.77	\$ 33.92	\$ 35.11	\$ 36.33	\$ 38.51	\$ 40.05	\$ 41.66	\$ 44.99
7/1/2005	\$ 27.59	\$ 28.56	\$ 29.56	\$ 30.59	\$ 31.66	\$ 32.77	\$ 33.92	\$ 35.11	\$ 36.33	\$ 37.61	\$ 39.86	\$ 41.46	\$ 43.11	\$ 46.56

* Employees advance to the 10, 15, 20 and 30 year longevity steps when they complete 10, 15, 20 or 30 years of service in the job classification. For this purpose, all RN classifications are equivalent and all technical unit classifications within a department are equivalent.

Note: Wage rates identified above in shaded boxes shall be in effect for incumbent employees, but shall not be in effect for new hires.

Per diem A

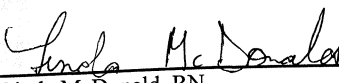
	RN	CT Scan	Ultrasound	Card Ultrasound	VIR	Resp Ther	Rad Tech	All others
7/1/2003	\$26.52	\$26.81	\$27.55	\$26.24	\$23.92	\$23.91	equal to Step 6	equal to Step 6
7/1/2004	\$27.32	\$27.61	\$28.38	\$27.03	\$24.64	\$24.63	equal to Step 6	equal to Step 6
7/1/2005	\$28.27	\$28.58	\$29.37	\$27.97	\$25.50	\$25.49	equal to Step 6	equal to Step 6

Per diem B

	RN	unit-based	float pool	CT Scan	Ultrasound	Card Ultrasound	VIR	Resp Ther	Rad Tech	All others
7/1/2003	\$33.00	\$36.25	\$32.25	\$33.00	\$33.00	\$31.50	\$29.00	\$28.75	Step 6 plus 20%	Step 6 plus 20%
7/1/2004	\$33.99	\$37.34	\$33.22	\$33.99	\$33.99	\$32.45	\$29.87	\$29.61	Step 6 plus 20%	Step 6 plus 20%
7/1/2005	\$35.18	\$38.64	\$34.38	\$35.18	\$35.18	\$33.58	\$30.92	\$30.65	Step 6 plus 20%	Step 6 plus 20%

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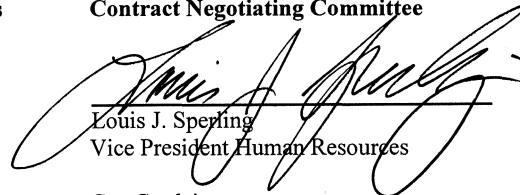
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